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नई दिल्ली, फरवरी 19—फरवरी 25, 2006, शनिवार/माघ 30—फाल्गुन 6, 1927

No. 8]

NEW DELHI, FEBRUARY 19—FEBRUARY 25, 2006, SATURDAY/MAGHA 30—PHALGUNA 6, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय
(आर्थिक कार्य विभाग)
(बैंकिंग प्रभाग)

नई दिल्ली, 20 जनवरी, 2006

का. आ. 718.—भारतीय निर्यात-आयात बैंक (एक्जिम बैंक) अधिनियम, 1981 (1981 का 28) की धारा 6 की उप-धारा (1) के खंड (ड) के उपखंड (i) के अनुसरण, में केन्द्रीय सरकार एतद्वारा श्री राकेश कुमार, विशेष सचिव (यू. ए.) को श्रीमती सूर्याकांति त्रिपाठी के स्थान पर भारतीय निर्यात-आयात बैंक के बोर्ड के निदेशक के रूप में नामित करती है।

[फा. सं. 24/1/2003-आई एफ-1]

एम. साहु, अवर सचिव

MINISTRY OF FINANCE
(Department of Economic Affairs)
(Banking Division)

New Delhi, the 20th January, 2006.

S.O. 718.—In pursuance of sub-clause (i) of clause (e) of Sub-section (1) of Section 6 of Export-Import Bank of India Act, 1981 (28 of 1981), the Central Government

hereby nominates Shri Rakesh Kumar, Special Secretary (EA), Ministry of External Affairs, New Delhi as a Director on the Board of Export-Import Bank of India vice Smt. Suryakanthi Tripathi.

[F.No. 24/1/2003-IF.I]

M. SAHU, Under Secy.

कार्यालय, मुख्य आयकर आयुक्त

जयपुर, 14 फरवरी, 2006

का. आ. 719.—आयकर अधिनियम, 1961 (1961 की 43) की धारा 10 के खण्ड (23सी) की उप-धारा (VI), आयकर नियम, 1962 के सह पठित नियम 2 सीए द्वारा प्रदत्त अधिकारों का प्रयोग करते हुए मुख्य आयकर आयुक्त, जयपुर एतद्वारा "ऑल इण्डिया सोसायटी फॉर एडवान्स एजुकेशन एण्ड रिसर्च, नोर्थ एक्सटेंशन, एम. आई.ए., अलवर, राजस्थान" को निर्धारण वर्ष 2003-04 से 2005-06 (वित्त वर्ष 2002-03 से 2004-05) के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त धारा के निमित्त अनुमोदित करती है, अर्थात् :—

1. कर निर्धारिती उसकी आय का इस्तेमाल अथवा उसकी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;

2. कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों को किसी भी अवधि के दौरान धारा 11 की उप-धारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक ढंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (ज्वेयर-जवाहिरात, फर्नीचर अथवा किसी अन्य वस्तु आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
3. यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रारंभिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
4. कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आयकर प्राधिकारी के समक्ष फाइल करेगा;
5. विघटन की स्थिति में अतिरिक्त राशियां और परिसम्पत्तियां समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी और इसका कोई भी भाग सोसाइटी के किसी सदस्य को नहीं दिया जाएगा।

[अधिसूचना नं. 2/क्र. मुआआ/अ.आ.आ. (समन्वय)/जय./
10(23 सी)(vi)/05-06/3982]

एम. एन. वर्मा, मुख्य आयकर आयुक्त

OFFICE OF THE CHIEF COMMISSIONER OF INCOME-TAX

Jaipur, the 14th February, 2006

S.O. 719.—In exercise of the powers conferred by Sub-clause (vi) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961) read with rule 2 CA of the Income-tax Rules, 1962, I, the Chief Commissioner of Income-tax, Jaipur hereby approves "All India Society for Advance Education & Research, North Extension, M.I.A., Alwar (Rajasthan)" for the purpose of the said section for the assessment years 2003-04 to 2005-06 (F. Yrs. 2002-03 to 2004-05), subject to the following conditions namely:

1. the assessee will apply its income, or accumulate for application wholly and exclusively to the objects for which it is established;
2. the assessee will not invest or deposit its funds (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in Sub-Section (5) of Section 11;
3. this order will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business;

4. the assessee will regularly file its return of income before income-tax authority in accordance with the provisions of Income-tax Act, 1961;
5. that in the event of dissolution, its surplus and the assets will be given to a charitable organization with similar objectives and no part of the same will go to any of the members of the Institution.

[Notification No. 2/No. CC/Addl. CIT (Co-Ord)/JPR/
10(23C)(vi)/05-06/3982]

M.N. VERMA, Chief Commissioner of Income-tax

संचार एवं सूचना प्रौद्योगिकी मंत्रालय

(डाक विभाग)

नई दिल्ली, 17 फरवरी, 2006

का. आ. 720.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के निम्नलिखित अधीनस्थ कार्यालयों को जिनके 80 प्रतिशत कर्मचारियों (ग्रुप 'घ' कर्मचारियों को छोड़ कर) ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

क्र.सं.	कार्यालय के नाम
1.	अधीक्षक, क्षेत्रीय टिकट भंडार, पेरल, मुंबई-400012
2.	अधीक्षक, डाक वस्तु भंडार, नागपुर-440001
3.	प्रवर अधीक्षक, डाकघर, अहमदनगर मंडल, अहमदनगर-414001
4.	प्रवर अधीक्षक, डाकघर, सातारा मंडल, सातारा-415001

[फा. सं 11017-2/2003-रा.भा.]

अंजु दासगुप्ता, वरिष्ठ उपमहानिदेशक (पी ओ एंड आई)

MINISTRY OF COMMUNICATIONS AND INFORMATION TECHNOLOGY

(Department of Posts)

New Delhi, the 17th February, 2006.

S.O. 720.—In pursuance of Rule 10(4) of the Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the following subordinate offices of the Department of Posts where 80 per cent staff has acquired the working knowledge of Hindi.

Sl. No.	Name of the office
1.	Superintendent, Regional Stamp Depot, Parel, Mumbai-400012
2.	Superintendent, Postal Store Depot, Nagpur-440001
3.	Sr. Superintendent of Post Offices, Ahmednagar Division, Ahmednagar-414001
4.	Senior Supdt. of Post Offices, Satara Division, Satara-415001

[No. 11017-2/2003-OL]

ANJU DASGUPTA, Sr. Dy. Director General (PO&I)

नई दिल्ली, 17 फरवरी, 2006

का. आ. 721.—राजभाषा नियम (संघ के शासकीय प्रयोजन के लिए प्रयोग), 1976 के नियम-10 के उप नियम (4) के अनुसरण में केन्द्र सरकार, डाक विभाग के छत्तीसगढ़ सर्किल के निम्नलिखित अधीनस्थ कार्यालयों को जिनके 80 प्रतिशत कर्मचारियों (ग्रुप 'घ' कर्मचारियों को छोड़ कर) ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

क्र.सं.	डाकघर का नाम	पिनकोड
1.	आधारताल उप डाकघर	482004
2.	बाई का बगीचा उप डाकघर	482001
3.	जबलपुर कैंट उप डाकघर	482001
4.	जबलपुर शहर एमडीसी	482002
5.	जबलपुर फैक्ट्री उप डाकघर	482011
6.	गढ़ा उप डाकघर	482003
7.	गोकलपुर उप डाकघर	482001
8.	हाईकोर्ट उप डाकघर	482007
9.	जोन्सगंज उप डाकघर	482002
10.	कस्तूरबा नगर उप डाकघर	482001
11.	खमरिया उप डाकघर	482005
12.	कचहरी उप डाकघर	482001
13.	लेकलाईन उप डाकघर	482001
14.	लार्डगंज उप डाकघर	482002
15.	नेपियरलाईन उप डाकघर	482001
16.	क्लीकल फैक्ट्री उप डाकघर	482009
17.	विद्युत नगर उप डाकघर	482008
18.	कटनी सीमेन्ट फैक्ट्री उप डाकघर	483504
19.	कटनी आर्डिनेंस फैक्ट्री उप डाकघर	483501
20.	क्योमोर उप डाकघर	483880
21.	सिहोर उप डाकघर	483225
22.	आनन्द नगर उप डाकघर	482004
23.	बरगी नगर उप डाकघर	482056
24.	दीक्षितपुरा उप डाकघर	482002
25.	गंजीपुरा उप डाकघर	482002
26.	गढ़ा बाजार उप डाकघर	482002
27.	गुरन्दी बाजार उप डाकघर	482002
28.	हाथीताल उप डाकघर	482001
29.	हवाबाग उप डाकघर	482001
30.	एच.आर. लाइन उप डाकघर	482001
31.	जीवन बीमा निगम उप डाकघर	482001
32.	कमला नेहरू नगर उप डाकघर	482002
33.	मेडिकल कालेज उप डाकघर	482003
34.	मिलोनीगंज उप डाकघर	482002
35.	नगर निगम उप डाकघर	482001
36.	नेपियर टाऊन उप डाकघर	482001
37.	पनानगर उप डाकघर	483220
38.	पाटन उप डाकघर	483113
39.	रांझी उप डाकघर	482005
40.	रांझी आजाद नगर उप डाकघर	482005

(1)	(2)	(3)
41.	सरस्वती विहार उप डाकघर	482001
42.	शाहपुरा उप डाकघर	483119
43.	टेलिका ट्रेनिंग सेन्टर उप डाकघर	482001
44.	राईट टाउन उप डाकघर	482002
45.	बरही उप डाकघर	483770
46.	गोसलपुर उप डाकघर	483330
47.	निवार उप डाकघर	483442
48.	रीठी उप डाकघर	483990
49.	सरोलीमंझगवा उप डाकघर	483334
50.	स्लीमनाबाद उप डाकघर	483440
51.	टेलिग्राफ बर्कशॉप उप डाकघर	482002
52.	उमरियापान उप डाकघर	483332
53.	विजयराधवगढ़ उप डाकघर	483775
54.	बरेला उप डाकघर	483001
55.	बरगी उप डाकघर	482051
56.	बिलहरी उप डाकघर	482020
57.	सिविल लाइन्स उप डाकघर	482001
58.	इंजीनियरिंग कालेज उप डाकघर	482011
59.	गढ़ा फाटक उप डाकघर	482002
60.	गनशॉप उप डाकघर	482005
61.	गुक्तेश्वर उप डाकघर	482001
62.	हनुमानताल उप डाकघर	482002
63.	आई टी आई उप डाकघर	482002
64.	कंचन पुर उप डाकघर	482004
65.	कटंगी उप डाकघर	482005
66.	खमरिया मार्किट	482005
67.	कुन्दम उप डाकघर	483110
68.	मोतीनाला उप डाकघर	482002
69.	पोलीपाथर उप डाकघर	482008
70.	प्रेमनगर उप डाकघर	482001
71.	रेजीमेंटल बाजार उप डाकघर	482001
72.	रिच्छई उप डाकघर	482010
73.	रिज उप डाकघर	482001
74.	राबर्टलाईन्स उप डाकघर	482001
75.	रीजनल फारेस्ट रिसर्च सेंटर उप डाकघर	482021
76.	शोभापुर उप डाकघर	48009
77.	विजयनगर उप डाकघर	482002
78.	बहोरीबन्द उप डाकघर	483330
79.	बकल उप डाकघर	483331
80.	बरद्वारा उप डाकघर	483773
81.	कटनी प्रधान डाकघर	483501
82.	कटनी बाजार उप डाकघर	483501
83.	कटनीभट्टा मोहल्ला उप डाकघर	483501
84.	कटनी न्यूयार्ड उप डाकघर	483501
85.	कटनी पुरानी बस्ती	483501
86.	कटनी रेलवे स्टेशन उप डाकघर	483501
87.	कटनी माधव नगर उप डाकघर	483504

(1)	(2)	(3)	(1)	(2)	(3)
88.	मझौली उप डाकघर	483336	134.	रतनपुर उप डाकघर	495442
89.	सिहोरा खितोला बाजार उप डाकघर	483225	135.	सरकन्डा बिलासपुर उप डाकघर	495001
90.	बरगी आई.पी.सी. अतिरिक्त विभागीय उप डाकघर	483050	136.	शिवरीनारायण उप डाकघर	495557
91.	भेड़ाघाट अतिरिक्त विभागीय उप डाकघर	483053	137.	एसपीजी मिल्स बिलासपुर उप डाकघर	495006
92.	गोहलपुर अतिरिक्त विभागीय उप डाकघर	482002	138.	एस.ई.सी.एल.बिलासपुर उप डाकघर	495006
93.	कटनी रबर फैक्ट्री	483501	139.	तखतपुर उप डाकघर	495330
94.	बिलासपुर प्रधान डाकघर	495001	140.	तोरवा बिलासपुर डाकघर	495004
95.	कोरबा प्रधान डाकघर	495677	141.	अडभार उप डाकघर	495695
96.	अकलतरा उप डाकघर	495552	142.	एल्यूमीनियम भवन बाल्को उप डाकघर	495684
97.	बलोदा उप डाकघर	495559	143.	बाल्को नगर कोरबा उप डाकघर	495684
98.	बेलगहना उप डाकघर	495116	144.	बल्गी प्रोजेक्ट कोरबा उप डाकघर	495405
99.	आई.ई. बिलासपुर उप डाकघर	495223	145.	बम्हनी बाजार	495660
100.	बिलासपुर कचहरी उप डाकघर	495001	146.	बान्कीमोंगरा उप डाकघर	495447
101.	बिलासपुर आर.एस. उप डाकघर	495004	147.	बाराद्वार उप डाकघर	495687
102.	आर.डी.नगर बिलासपुर उप डाकघर	495004	148.	भैसमा उप डाकघर	495674
103.	बिल्हा उप डाकघर	495224	149.	बिरां उप डाकघर	495661
104.	चक्रभाटा उप डाकघर	495220	150.	चांपा उप डाकघर	495671
105.	सी.सी.आई. अकलतरा उप डाकघर	495549	151.	चांपा आर. एस. उप. डाकघर	495671
106.	सी.एम.डी. कालेज बिलासपुर उप डाकघर	495004	152.	चन्द्रपुर उप डाकघर	495692
107.	गनियारी उप डाकघर	495112	153.	डभरा उप डाकघर	495688
108.	गोल बाजार बिलासपुर उप डाकघर	495001	154.	हरदी बाजार उप डाकघर	495446
109.	पोपाल नगर उप डाकघर	495663	155.	हसदेव प्रोजेक्ट कोरबा उप डाकघर	495681
110.	हिरी माईन्स उप डाकघर	495222	156.	जैजैपुर उप डाकघर	495690
111.	जयरामनगर उप डाकघर	495550	157.	जमनीपाली उप डाकघर	495450
112.	जांजगीर उप डाकघर	495668	158.	कोरबा कालरी उप डाकघर	495677
113.	जूना बिलासपुर उप डाकघर	495001	159.	कोरबा टाउन उप डाकघर	495678
114.	करगी रोड उप डाकघर	495113	160.	कुसमुन्डा कालरी उप डाकघर	495454
115.	कटघोरा उप डाकघर	495445	161.	मालखोदा उप डाकघर	495691
116.	खरौद उप डाकघर	495556	162.	मानिकपुर कालरी उप डाकघर	495682
117.	किला वार्ड बिलासपुर उप डाकघर	495001	163.	प्रगती नगर कोरबा उप डाकघर	495450
118.	कोनी उप डाकघर	495009	164.	रजगमार कालरी उप डाकघर	495583
119.	लोरमी उप डाकघर	495115	165.	सक्ति उप डाकघर	495689
120.	मचाडोली उप डाकघर	495453	166.	सक्ति आर.एस. उप डाकघर	495689
121.	मारवाही उप डाकघर	495118	167.	विद्युतनगर कोरबा उप डाकघर	495450
122.	मस्तूरी उप डाकघर	495551	168.	डब्ल्यू.सी.एल. गेवरा प्रोजेक्ट उप डाकघर	495452
123.	गुजोली उप डाकघर	495334	169.	विकास भवन जमनीपाली उप डाकघर	495450
124.	नैला आर. एस. उप डाकघर	495668	170.	दुर्ग प्रधान डाकघर	491001
125.	नरियरा उप डाकघर	495553	171.	ए.ओ. भिलाई उप डाकघर	490001
126.	नेहरू नगर बिलासपुर उप डाकघर	495001	172.	अण्डा उप डाकघर	491221
127.	पाली उप डाकघर	495449	173.	अर्जुन्दा उप डाकघर	491225
128.	पामगढ़ उप डाकघर	495554	174.	बालोद उप डाकघर	491226
129.	पन्डरिया उप डाकघर	485337	175.	बालोद टाउन उप डाकघर	491226
130.	पथरिया उप डाकघर	495335	176.	बाजार दल्लीराजहरा उप डाकघर	491228
131.	पेन्डा उप डाकघर	495119	177.	बेमेतरा उप डाकघर	491335
132.	पेन्डा रोड उप डाकघर	495117	178.	बेरला उप डाकघर	491332
133.	पेन्डा रोड आर.एस. उप डाकघर	495117	179.	भिलाई .01 उप डाकघर	490001
			180.	भिलाई बोरिया उप डाकघर	491001

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181.	भिलाई ईस्ट उप डाकघर	490021	228.	राजनांदगांव प्रधान डाकघर	491441
182.	बी. एस. यार्ड	490025	229.	अम्बगढ़ चौकी उप डाकघर	491665
183.	भिलाई वेस्ट उप डाकघर	490009	230.	बांधा बाजार उप डाकघर	491668
184.	सि. सें. भिलाई उप डाकघर	490006	231.	बाजार राजनांदगांव उप डाकघर	491441
185.	दल्लीराजहरा	491228	232.	चिचोला उप डाकघर	491557
186.	धमधा उप डाकघर	491331	233.	छुईखदान उप डाकघर	491885
187.	डोंडीलोहारा उप डाकघर	491771	234.	छुरिया उप डाकघर	491558
188.	दुर्ग गंज उप डाकघर	491001	235.	डोंगरगांव उप डाकघर	491661
189.	दुर्ग कचहरी उप डाकघर	491001	236.	डोंगरगढ़ उप डाकघर	491445
190.	दुर्ग आरएस उप डाकघर	491001	237.	गण्डई पण्डरिया उप डाकघर	491888
191.	दुर्ग सदर बाजार उप डाकघर	491001	238.	धुमका उप डाकघर	491444
192.	गुण्डरदेही उप डाकघर	491223	239.	गुरुघासी दास चौक उप डाकघर	491441
193.	गुरूर उप डाकघर	491227	240.	खैरागढ़राज उप डाकघर	491881
194.	आई.ई. भिलाई उप डाकघर	490026	241.	मानपुर उप डाकघर	491229
195.	जे.सी. वर्क्स उप डाकघर	490024	242.	मोहला उप डाकघर	491666
196.	जे. एम. भिलाई उप डाकघर	490001	243.	राजनांदगांव कचहरी उप डाकघर	491441
197.	कसारीडीह दुर्ग उप डाकघर	491001	244.	राजनांदगांव स्टेडियम उप डाकघर	491441
198.	खमरिया	491338	245.	दशरंगपुरी उप डाकघर	491441
199.	खुर्सीपार भिलाई उप डाकघर	490011	246.	कवर्धा एमडीजी, एमडीजी	491995
200.	कोहका भिलाई उप डाकघर	490023	247.	रायपुर प्रधान डाकघर	492001
201.	कुम्हारी उप डाकघर	490042	248.	अभनपुर उप डाकघर	493661
202.	मालवीय नगर दुर्ग उप डाकघर	491001	249.	आरंग उप डाकघर	493441
203.	मरौदा भिलाई उप डाकघर	490006	250.	बागबाहरा उप डाकघर	493449
204.	माईस दल्लीराजहरा उप डाकघर	491228	251.	बैकुठ उप डाकघर	493116
205.	मोहन नगर दुर्ग उप डाकघर	491001	252.	बलौदाबाजार एलएसजी उप डाकघर	493332
206.	मोतीलाल नेहरू नगर उप डाकघर	490020	253.	बसना उप डाकघर	493554
207.	नांदघाट उप डाकघर	491340	254.	भखारा उप डाकघर	493773
208.	नंदिनी उप डाकघर	490036	255.	भाटापारा उप डाकघर	493118
209.	नवागांव भिलाई उप डाकघर	490006	256.	भाटापारा सदर बाजार उप डाकघर	493118
210.	नवागढ़ उप डाकघर	491337	257.	भटगांव उप डाकघर	493222
211.	न्यू खुर्सीपार भिलाई उप डाकघर	490011	258.	बिलाईगढ़ उप डाकघर	493338
212.	पद्मनाभपुर दुर्ग उप डाकघर	491001	259.	बिरगांव उप डाकघर	493221
213.	पाटन उप डाकघर	491111	260.	बैरनबाजार उप डाकघर	492001
214.	एसएएफ लाइन उप डाकघर	4010022	261.	छुरा उप डाकघर	493996
215.	साजा उप डाकघर	491993	262.	छोटवारा उप डाकघर	492001
216.	सेक्टर 2 भिलाई उप डाकघर	490001	263.	दयानंद नगर उप डाकघर	492001
217.	सेक्टर 3 भिलाई उप डाकघर	490001	264.	देवभोग उप डाकघर	493890
218.	सेक्टर 5 भिलाई उप डाकघर	490006	265.	धमतरी डाक बंगला बार्ड उप डाकघर	493773
219.	सेक्टर 6 भिलाई उप डाकघर	490006	266.	धमतरी आईवार्ड उप डाकघर	493773
220.	सेक्टर 7 भिलाई उप डाकघर	490006	267.	धमतरी एमडीजी उप डाकघर	493773
221.	सेक्टर 8 भिलाई उप डाकघर	490006	268.	गरियाबंद उप डाकघर	493889
222.	सिकोसा उप डाकघर	491222	269.	ग्रासिम बिहारा राव उप डाकघर	493196
223.	सृतिनगर उप डाकघर	490020	270.	गुंडियारी उप डाकघर	492009
224.	सुपेला भिलाई उप डाकघर	490023	271.	हथबंद उप डाकघर	493113
225.	उतई उप डाकघर	491107	272.	हिरमी उप डाकघर	493195
226.	बैशाली नगर उप डाकघर	490023	273.	जगदीशपुर उप डाकघर	493555
227.	आईबीएसबी प्रधान डाकघर	490001			

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274.	कालीबाड़ी उप डाकघर	492001	321.	बुदबुदा उप डाकघर	481332
275.	कसडोल उप डाकघर	493335	322.	गढ़ी उप डाकघर	481117
276.	कटगी उप डाकघर	493344	323.	हट्टा उप डाकघर	481226
277.	खरोरा उप डाकघर	493225	324.	कारंजा उप डाकघर	481224
278.	कुरुद उप डाकघर	493663	325.	कटंगी उप डाकघर	481445
279.	लवन उप डाकघर	493526	326.	खैरलांजी उप डाकघर	481337
280.	महासमुन्द एमडीजी उप डाकघर	493445	327.	किरनापुर उप डाकघर	481115
281.	माना कैम्प उप डाकघर	492015	328.	लालबारी उप डाकघर	481441
282.	मांडर सिमेन्ट फैक्ट्री उप डाकघर	493221	329.	लामता उप डाकघर	481551
283.	मंदिर हसौद उप डाकघर	492101	330.	लांजी उप डाकघर	481222
284.	नगरी उप डाकघर	493778	331.	मलाजखंड उप डाकघर	481116
285.	नवारापारा राजिम उप डाकघर	493881	332.	परसवाड़ा उप डाकघर	481556
286.	नेवरा उप डाकघर	493114	333.	रामपायली उप डाकघर	481336
287.	बलारी उप डाकघर	493228	334.	बालाघाट सरेखा कोसमी उप डाकघर	481001
288.	भंडरी उप डाकघर	493004	335.	तिरोडी उप डाकघर	481449
289.	पांडुका उप डाकघर	493019	336.	उकवा उप डाकघर	481105
290.	फिंगश्वर उप डाकघर	493992	337.	वारसिवनी उप डाकघर	481331
291.	पिथौरा उप डाकघर	493551	338.	बारासिवनी सिविल लाइन उप डाकघर	481331
292.	पुरानी बस्ती उप डाकघर	492001	339.	मण्डला प्रधान डाकघर	481661
293.	रायपुर गंज उप डाकघर	492009	340.	अंजनिया उप डाकघर	481993
294.	रायपुर कचहरी उप डाकघर	492001	341.	बम्हनी उप डाकघर	481771
295.	राजेन्द्र नगर उप डाकघर	492001	342.	भुआबिछिया उप डाकघर	481995
296.	राजिम उप डाकघर	493885	343.	चाबी उप डाकघर	481672
297.	रामसागर पारा उप डाकघर	492009	344.	चिरईडोंगरी उप डाकघर	481768
298.	रविग्राम उप डाकघर	492006	345.	डिण्डोरी उप डाकघर	481880
299.	रविशंकर वि.वि. उप डाकघर	492010	346.	गोरखपुर उप डाकघर	481884
300.	रावन उप डाकघर	493331	347.	गाडासरई उप डाकघर	481882
301.	रुद्री उप डाकघर	493776	348.	घुघरी उप डाकघर	481664
302.	सांकरा उप डाकघर	492112	349.	महाराजपुर उप डाकघर	481665
303.	सरायपाली उप डाकघर	493558	350.	पडाव मण्डला उप डाकघर	481661
304.	सरसीवा उप डाकघर	493559	351.	मोहगांव उप डाकघर	481663
305.	साईस कॉलेज उप डाकघर	492010	352.	नैनपुर उप डाकघर	481776
306.	शंकर नगर उप डाकघर	492007	353.	निवास उप डाकघर	481885
307.	सिमगा उप डाकघर	493101	354.	पडरियानारायणगंज उप डाकघर	481661
308.	सुन्दर नगर उप डाकघर	492013	355.	पिण्डरई उप डाकघर	481668
309.	टाटीबंद उप डाकघर	492099	356.	शाहपुरा निवास उप डाकघर	481990
310.	उरला उप डाकघर	492221	357.	समनापुर उप डाकघर	481778
311.	विधान सभा उप डाकघर	492005	358.	शाहपुर उप डाकघर	481879
312.	विवेकानंद आश्रम उप डाकघर	492001	359.	सिझोरा उप डाकघर	481996
313.	डब्ल्यू. आर.एस. कॉलोनी उप डाकघर	492008	360.	सिवनी प्रधान डाकघर	480661
314.	वटगन उप डाकघर	493229	361.	आदेगांव उप डाकघर	480887
315.	बालाघाट प्रधान डाकघर	481001	362.	अरी उप डाकघर	480771
316.	बेहर उप डाकघर	481111	363.	बण्डोल उप डाकघर	480882
317.	बालाघाट सिटी उप डाकघर	481001	364.	बरघाट उप डाकघर	480667
318.	बालाघाट आर.एस. उप डाकघर	481001	365.	छपारा उप डाकघर	480884
319.	बिरसा उप डाकघर	481051	366.	धुमा उप डाकघर	480866
320.	भरवेली उप डाकघर	481102	367.	घंसौर उप डाकघर	480997

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368.	कहानी उप डाकघर	480999	415.	चितरंगी उप डाकघर	486882
369.	कांहीवाड़ा उप डाकघर	480990	416.	चुरहट उप डाकघर	486771
370.	खवासा उप डाकघर	480881	417.	दुधीचुआ प्रोजेक्ट उप डाकघर	486888
371.	केवसारी उप डाकघर	480994	418.	गोरबी उप डाकघर	486892
372.	कोरई उप डाकघर	480889	419.	जयंत कालरी उप डाकघर	486890
373.	खरापलारी उप डाकघर	480991	420.	जियावन उप डाकघर	486881
374.	लखनादीन उप डाकघर	480886	421.	मड़वास उप डाकघर	486669
375.	सिवनी बारापत्थर उप डाकघर	480661	422.	मझौली	486666
376.	सिवानी बुधवारीबाजार उप डाकघर	480661	423.	निगाही प्रोजेक्ट उप डाकघर	486884
377.	सिवानी सिटी उप डाकघर	480661	424.	रामपुरनैकिन उप डाकघर	486775
378.	उगली उप डाकघर	480996	425.	सीधी बस स्टैण्ड उप डाकघर	486661
379.	शहडोल प्रधान डाकघर	484001	426.	सीधी कलेक्ट्रेट उप डाकघर	486661
380.	अमरकंटक उप डाकघर	484886	427.	सिहावल उप डाकघर	486670
381.	अमलाई कालरी उप डाकघर	484116	428.	सिंगरौली कालरी उप डाकघर	486889
382.	अमलाई पेपर मिल उप डाकघर	484117	429.	विन्ध्यनगर उप डाकघर	486886
383.	अनूपपुर मुख्य डाकघर	484224	430.	वैदुन उप डाकघर	486886
384.	बाणसागर उप डाकघर	484776	431.	छिन्दवाड़ा प्रधान डाकघर	480001
385.	ब्यौहारी उप डाकघर	484774	432.	अमरवाड़ा उप डाकघर	480221
386.	बिजुरी उप डाकघर	484440	433.	बिहुआ उप डाकघर	480111
387.	बिरसिहपुर पाली उप डाकघर	484551	434.	चांदामेटा उप डाकघर	480447
388.	बुढ़ार उप डाकघर	484110	435.	चांद उप डाकघर	480110
389.	चचाई उप डाकघर	484220	436.	चौरई उप डाकघर	480115
390.	चंदिया उप डाकघर	484660	437.	छिन्दवाड़ा सिटी उप डाकघर	480001
391.	धनपुरी उप डाकघर	484114	438.	चितनवीसगंज छिन्दवाड़ा उप डाकघर	480002
392.	धनपुरी कालरी उप डाकघर	484114	439.	दमुआ उप डाकघर	480555
393.	गोहपारु उप डाकघर	484770	440.	डुंगरिया उप डाकघर	480553
394.	जैसिहनगर उप डाकघर	484771	441.	इकलहस उप डाकघर	480449
395.	जैथारी उप डाकघर	484330	442.	गुलाबरा छिन्दवाड़ा उप डाकघर	480001
396.	जैतपुर	484669	443.	हरई उप डाकघर	480224
397.	जमुना कालरी उप डाकघर	484444	444.	जुनारदेव उप डाकघर	480551
398.	कोतमा उप डाकघर	484334	445.	लालबाग छिन्दवाड़ा उप डाकघर	480001
399.	कोतमा कालरी उप डाकघर	484336	446.	लोधीखेड़ा उप डाकघर	480108
400.	मानपुर उप डाकघर	484665	447.	नंदन उप डाकघर	480554
401.	नौरोजाबाद उप डाकघर	484555	448.	न्यूटन चिखली उप डाकघर	480557
402.	राजेन्द्रग्राम उप डाकघर	484881	449.	पांडुर्णा उप डाकघर	480334
403.	राजनगर कालरी उप डाकघर	484446	450.	पांडुर्णा गुजरी/अति. वि. उप डाकघर	480334
404.	एसजीटीपी एस बि. पाली उप डाकघर	484552	451.	परसिया उप डाकघर	480441
405.	एस. के. नगर उप डाकघर	484120	452.	पिपलानारायणवार उप डाकघर	480109
406.	शहडोल बस स्टैण्ड उप डाकघर	484001	453.	सौंसर उप डाकघर	480106
407.	शहडोल गशेशगंज उप डाकघर	484001	454.	सांवरी बाजार उप डाकघर	480331
408.	शहडोल घौला उप डाकघर	484001	455.	सिवनी सौंसर उप डाकघर	480337
409.	शहडोल रेलवे स्टेशन उप डाकघर	484001	456.	सिंगोड़ी उप डाकघर	480223
410.	उमरिया मुख्य डाकघर	484661	457.	तामिया उप डाकघर	480559
411.	वेंकटनगर उप डाकघर	484113	458.	तिगांव उप डाकघर	480338
412.	सीधी प्रधान डाकघर	486661	459.	टी बी सेनेटोरियम छिन्दवाड़ा उप डाकघर	480001
413.	अमलोरी प्रोजेक्ट उप डाकघर	486887	460.	उमरानाला उप डाकघर	480107
414.	भरतपुर उप डाकघर	486776			

(1)	(2)	(3)	(1)	(2)	(3)
461.	मोहगांव हवेली उप डाकघर		508.	कांसबेल उप डाकघर	496223
462.	बैतूल प्रधान डाकघर	460001	509.	कुनकुरी उप डाकघर	496225
463.	आमला उप डाकघर	460551	510.	लवाकेरा उप डाकघर	496245
464.	आमला डिपो उप डाकघर	460553	511.	लुडेग उप डाकघर	496220
465.	आठनेर उप डाकघर	460110	512.	मनोरा उप डाकघर	496330
466.	बैतूल बाजार उप डाकघर	460004	513.	पत्थलगांव उप डाकघर	496118
467.	बैतूल गंज बैतूल उप डाकघर	460001	514.	सन्ना उप डाकघर	496336
468.	भैंसदेही उप डाकघर	460220	515.	तपकरा उप डाकघर	496227
469.	बोरदेही उप डाकघर	460554	516.	अंबिकापुर उप डाकघर	497001
470.	चिचोली उप डाकघर	460330	517.	अंबिकापुर न्यायालय उप डाकघर	497001
471.	दुनावा उप डाकघर	460663	518.	अंबिकापुर टाऊन उप डाकघर	497001
472.	घोडा डोंगरी उप डाकघर	460443	519.	बलरामपुर उप डाकघर	497119
473.	खेडीसावलीगढ़ उप डाकघर	460225	520.	बतौली उप डाकघर	497101
474.	कोठीबाजार बैतूल उप डाकघर	460001	521.	भटगांव कालरी उप डाकघर	497235
475.	मुलताई उप डाकघर	460660	522.	विश्रामपुर कालरी	497226
476.	मुलताई बाजार उप डाकघर	460660	523.	कुन्डुर्लाडहारी उप डाकघर	497110
477.	मासोद उप डाकघर	460668	524.	कुसमी उप डाकघर	497222
478.	पाथाखेड़ा उप डाकघर	460449	525.	लखनपुर उप डाकघर	497116
479.	प्रभात पट्टन उप डाकघर	460665	526.	प्रतापपुर उप डाकघर	497223
480.	रायआमला उप डाकघर	460666	527.	प्रतापगढ़ उप डाकघर	497114
481.	साईखेड़ा उप डाकघर	460557	528.	राजपुर उप डाकघर (सरगुजा)	497118
482.	सारनी उप डाकघर	460447	529.	रामानुजगंज उप डाकघर	497220
483.	शाहपुरा उप डाकघर	460440	530.	सीतापुर उप डाकघर	497111
484.	विकासनगर बैतूल उप डाकघर	460001	531.	बाड़पनगर उप डाकघर	497225
485.	रायगढ़ प्रधान डाकघर	496001	532.	बैकुण्ठपुर उप डाकघर	497335
486.	रायगढ़ सदर बाजार उप डाकघर	496001	533.	भैयाथान उप डाकघर	497231
487.	रायगढ़ चक्रधरनगर उप डाकघर	496001	534.	चिरीमिरी उप डाकघर	497449
488.	बरमकेला उप डाकघर	496551	535.	चरवा शलरी उप डाकघर	497339
489.	छाल उप डाकघर	496665	536.	गोदरीपारा उप डाकघर	497555
490.	धरमजयगढ़ उप डाकघर	496116	537.	दल्दीबाडी उप डाकघर	497451
491.	घरघोड़ा उप डाकघर	496111	538.	जनकपुर उप डाकघर	497778
492.	हरदी उप डाकघर	496450	539.	झगराखण्डकालरी उप डाकघर	497446
493.	खरसिया उप डाकघर	496661	540.	कोरियाकालरी उप डाकघर	497559
494.	कोण्डातराई उप डाकघर	496100	541.	कुरासिया कालरी उप डाकघर	497553
495.	मदनपुर उप डाकघर	496660	542.	मनेन्द्रगढ़ उप डाकघर	497442
496.	लैलूगा उप डाकघर	496113	543.	पठना उप डाकघर	497331
497.	पुसौर उप डाकघर	496440	544.	रामानुजनगर उप डाकघर	497333
498.	राजपुर (रायगढ़) उप डाकघर	496115	545.	सोनाबानी कालरी उप डाकघर	497557
499.	सरिया उप डाकघर	496554	546.	साउथ झगराखण्ड कालरी उप डाकघर	497443
500.	सारगढ़ उप डाकघर	496445	547.	सूरजपुर उप डाकघर	497229
501.	तमनार उप डाकघर	496107	548.	बेस्ट चिरीमिरी उप डाकघर	497773
502.	रायगढ़ जूट मिल्स उप डाकघर	496001	549.	बेस्ट झगराखण्ड उप डाकघर	497447
503.	जशपुर नगर एम.डी. जी.	496331	550.	जगदलपुर उप डाकघर	494001
504.	बगीचा उप डाकघर	496224	551.	आसना उप डाकघर	494221
505.	दुलदुला उप डाकघर	496334	552.	आवापल्ली उप डाकघर	494447
506.	फरसा बहार उप डाकघर	496242	553.	बचेली उप डाकघर	494553
507.	घोलेंग उप डाकघर	496338	554.	बकावंड उप डाकघर	494222

(1)	(2)	(3)	(1)	(2)	(3)
555.	भांसी उप डाकघर	494551	602.	केरा उप डाकघर	486333
556.	बस्तर उप डाकघर	494223	603.	गढ़ उप डाकघर	486115
557.	भानपुरी उप डाकघर	494224	604.	गोविन्दगढ़ उप डाकघर	486550
558.	भोपालपटनम उप डाकघर	494446	605.	गुढ़ उप डाकघर	486553
559.	बीजापुर उप डाकघर	494444	606.	हनुमना उप डाकघर	486335
560.	दन्तेवाड़ा उप डाकघर	494449	607.	जवा उप डाकघर	486223
561.	धरमपुरा उप डाकघर	494005	608.	जे.पी. नगर उप डाकघर	486450
562.	दोरनापाल उप डाकघर	494122	609.	कटरा उप डाकघर	486117
563.	गोदम उप डाकघर	494441	610.	लक्ष्मणपुर उप डाकघर	486440
564.	जगदलपुर कचेहरी	494001	611.	गनगवा उप डाकघर	486111
565.	जगदलपुर सदर बाजार उप डाकघर	494001	612.	मनिकवार उप डाकघर	486123
566.	जगदलपुर रेलवे कालोनी उप डाकघर	494001	613.	मऊगुज उप डाकघर	486331
567.	कौंटा उप डाकघर	494114	614.	नई गढ़ी उप डाकघर	486340
568.	किरन्दुल उप डाकघर	494556	615.	पटेहरा उप डाकघर	486447
569.	लेहांडीगुडा उप डाकघर	494010	616.	रघुनाथगंज उप डाकघर	486338
570.	मदेड उप डाकघर	494448	617.	रायपुर कर्चुलियान उप डाकघर	486114
571.	नकुलनार उप डाकघर	494552	618.	रीवाएग्रीकल्चर कालेज उप डाकघर	486003
572.	सुकमा उप डाकघर	494111	619.	रीवा ए.पी. एस. यू. उप डाकघर	486003
573.	तोकापाल उप डाकघर	494442	620.	रीवा बाण सागर कोलोनी उप डाकघर	486005
574.	तोंगपाल उप डाकघर	494115	621.	रीवा बिछिया रोड उप डाकघर	486001
575.	कांकेर उप डाकघर	494334	622.	रीवा चौहट्टा उप डाकघर	486001
576.	अंतागढ़ उप डाकघर	494665	623.	रीवा उप डाकघर	486001
577.	बांदेकालोनी उप डाकघर	494777	624.	सतना प्रधान डाकघर	485001
578.	भानुप्रतापपुर उप डाकघर	494669	625.	अमरपाटन उप डाकघर	485775
579.	केशकाल उप डाकघर	494331	626.	अमदरा उप डाकघर	485773
580.	विश्रामपुरी उप डाकघर	494347	627.	बाथूपुर उप डाकघर	485112
581.	चारामा उप डाकघर	494337	628.	बिरसिंहपुर उप डाकघर	485226
582.	छोटे कापसी उप डाकघर	494771	629.	जैतवारा उप डाकघर	485221
583.	कोण्डागांव उप डाकघर	494226	630.	जसो उप डाकघर	485551
584.	कोण्डागांव नाका उप डाकघर	494226	631.	कठहा उप डाकघर	485778
585.	कोरर उप डाकघर	494670	632.	कोठी उप डाकघर	485666
586.	कांकेर कचेहरी	494334	633.	माधोगढ़ उप डाकघर	485113
587.	लखनपुरी उप डाकघर	494336	634.	मैहर उप डाकघर	485771
588.	नारायणपुर उप डाकघर	494661	635.	मझगवा उप डाकघर	485331
589.	फरसगांव उप डाकघर	494228	636.	नादन उप डाकघर	485774
590.	फरसगांव कैम्प उप डाकघर	494229	637.	नागौद उप डाकघर	485446
591.	पखन्जुर कैम्प उप डाकघर	494776	638.	पीली कोठी अतिरिक्त विभागीय उप डाकघर	485336
592.	पिपराबहीगांव उप डाकघर	494230	639.	रामनगर उप डाकघर	485881
593.	संबलपुर उप डाकघर	494635	640.	रामपुर बघेलान उप डाकघर	485115
594.	सरोना उप डाकघर	494335	641.	रामवन उप डाकघर	485111
595.	रीवा प्रधान डाकघर	486001	642.	सगमनिया उप डाकघर	485114
596.	बकुण्ठपुर उप डाकघर	486441	643.	सरलानगर उप डाकघर	485772
597.	बीडा उप डाकघर	486446	644.	सतना बिड़ला विकास	
598.	चाक उप डाकघर	486226	645.	सतना सिविल लाइन उप डाकघर	485001
599.	चोरहटा उप डाकघर	486006	646.	सतना जवाहरनगर उप डाकघर	485001
600.	डभौरा उप डाकघर	486556	647.	सतना मुखयारगंज अतिरिक्त विभागीय उप डाकघर	485001
601.	देवतालाब उप डाकघर	486341			

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648.	सतना सेमरिया चौक उप डाकघर	485001
649.	सतना टिकुरिया टोला उप डाकघर	485001
650.	सिंहपुर उप डाकघर	485447
651.	सोहावल उप डाकघर	485441
652.	उचेहरा उप डाकघर	485661
653.	चिरहुला कालोनी उप डाकघर	486061
654.	रीवा सिटी उप डाकघर	486001
655.	रीवा घोघर मोहल्ला उप डाकघर	486001
656.	रीवा इन्जीनियरिंग कालेज उप डाकघर	486002
657.	रीवा मेडिकल कालेज उप डाकघर	486001
658.	रीवा उपरहटी उप डाकघर	486001
659.	रीवा वेंकट भवन उप डाकघर	486001
660.	सेमरिया उप डाकघर	486445
661.	सिरमौर उप डाकघर	486448
662.	त्यौंथर उप डाकघर	486220
663.	टोंस हाइडल प्रोजेक्ट सिरमौर उप डाकघर	486451

[सं. 11017-2/2003-रा.भा.]

अंजु दासगुप्ता, वरिष्ठ उप-महानिदेशक (पीओ एंड आई)

New Delhi, the 17th February, 2006

S.O. 721.—In pursuance of Rule 10(4) of the Official Language (use for official purposes of the Union) Rules, 1976, the Central Government hereby notifies the following subordinate offices of the Chhattisgarh Circle of Department of Posts where 80 per cent staff has acquired the working knowledge of Hindi :—

Sl. No.	Name of the Post Offices	PIN Code
1	2	3
1.	Adhartal SO	482004
2.	Bai Ka Bagicha SO	482001
3.	Jabalpur Cantt SO	482001
4.	Jabalpur City MDG	482002
5.	Jabalpur Factory SO	482011
6.	Garha MDG	482003
7.	Gokulpur SO	482001
8.	Highcourt SO	482007
9.	Jonesganj SO	482002
10.	Kasturbanagar SO	482001
11.	Khamaria SO	482005
12.	Kutchery SO	482001
13.	Lac Lines SO	482001
14.	Lordganj SO	482002
15.	Napier Lines SO	482001
16.	Vehicle Factory SO	482009
17.	Vidhyut Nagar SO	482008
18.	Katni Cement Factory SO	483504
19.	Katni Ordinance Factory SO	483501
20.	Kymore SO	483880

(1)	(2)	(3)
21.	Sihora SO	483225
22.	Anandnagar SO	482004
23.	Barginagar SO	482056
24.	Dixitpura SO	482002
25.	Ganjipura SO	482002
26.	Garha Bazar SO	482002
27.	Gumadi Bazar SO	482002
28.	Hathital SO	482001
29.	Howbagah SO	482001
30.	H.R. Lines SO	482001
31.	Jiwan Bima Nigam SO	482001
32.	Kamla Nehru Nagar SO	482002
33.	Medical College SO	482003
34.	Miloniganj SO	482002
35.	Nagar Nigam SO	482001
36.	Naiper town SO	482001
37.	Panagar SO	483220
38.	Patan SO	483113
39.	Ranjhi SO	482005
40.	Ranjhi Azad Nagar SO	482005
41.	Saraswati Vihar SO	482001
42.	Shahpura SO	483119
43.	Telecom Training Centre SO	482001
44.	Wright Town SO	482002
45.	Barhi SO	483770
46.	Gosalpur SO	483330
47.	Niwar SO	483442
48.	Rithi SO	483990
49.	Saroli Majhagawan SO	483334
50.	Sleemnabad SO	483440
51.	Telegraph Workshop SO	482002
52.	Umariapan SO	483332
53.	Vijayraghavgarh SO	483775
54.	Barela SO	483001
55.	Bargi SO	482051
56.	Bilhari SO	482020
57.	Civil Lines SO	482001
58.	Engg. College SO	482011
59.	Garha Phatak SO	482002
60.	Gunshop SO	482005
61.	Gupteshwar SO	482001
62.	Hanumantal SO	482002
63.	I.T.I. SO	482002
64.	Kanchanpur SO	482004
65.	Katangi SO	482005
66.	Khamaria Market SO	482005
67.	Kundam SO	483110
68.	Mottnala SO	482008
69.	Polipathar SO	482002
70.	Premnagar SO	482001

(1)	(2)	(3)	(1)	(2)	(3)
71.	Regimental Bazar SO	482001	121.	Marwahi SO	495118
72.	Richhai SO	482010	122.	Masturi SO	495551
73.	Ridge SO	482001	123.	Mungeli SO	495334
74.	Roberts Lines SO	482001	124.	Nail RS SO	495668
75.	Regional Forest Research Centre SO	482021	125.	Nariyara SO	495553
76.	Shobhapur SO	482009	126.	Nehrunagar Bilaspur SO	495001
77.	Vijayanagar SO	482002	127.	Pali SO	495449
78.	Bahoriband SO	483330	128.	Pamgarh SO	495554
79.	Bakal SO	483331	129.	Pandaria SO	495337
80.	Bardwara SO	483773	130.	Patharia SO	495335
81.	Katni SO	483501	131.	Pendra SO	495119
82.	Katnibazar SO	483501	132.	Pendra Road SO	495117
83.	Katni Bhatta Mohalla SO	483501	133.	Pendra Road RS SO	495117
84.	Katni New Yard SO	483501	134.	Ratanpur SO	495442
85.	Katni Purani Basti SO	483501	135.	Sarkanda Bilaspur SO	495001
86.	Katni Railway Station SO	483501	136.	Seorinarayan SO	495557
87.	Katni Matihav Nagar SO	483504	137.	Spg Mills Bilaspur SO	495006
88.	Majholi SO	483336	138.	S.E.C.L. Bilaspur SO	495006
89.	Sihora Khitola Bazar SO	483225	139.	Takhatpur SO	495330
90.	Bargi I.P.C. EDSO	483050	140.	Torwa Bilaspur SO	495004
91.	Bheragahat EDSO	483053	141.	Adbhar SO	495695
92.	Gohalpur EDSO	482002	142.	Alluminium Bhawan Balco SO	495684
93.	Katni Rubber Factory ED SO	483501	143.	Balco Nagar Korba SO	495684
94.	Bilaspur HO	495001	144.	Balgi Project Borba SO	495405
95.	Korba HO	495667	145.	Bamnibazar SO	495660
96.	Akaltara SO	495552	146.	Bankimongra SO	495447
97.	Baloda SO	495559	147.	Baraduar SO	495687
98.	Belgahana SO	495115	148.	Bhaisma SO	495674
99.	I.E. Bilaspur SO	495223	149.	Birra SO	495661
100.	Bilaspur Kutchery SO	495001	150.	Champa SO	495671
101.	Bilaspur R.S. SO	495004	151.	Champa R.S. SO	495671
102.	R.D. Nagar Bilaspur SO	495004	152.	Chandrapur SO	495672
103.	Bilha SO	495224	153.	Dabhra SO	495688
104.	Chakerbhata SO	495220	154.	Hardibazar SO	495446
105.	CCI Akaltara SO	495549	155.	Hasdeo Project Korba SO	495681
106.	CMD College Bilaspur SO	495004	156.	Jaijaipur SO	495690
107.	Ganiyari SO	495112	157.	Jamnipali SO	495450
108.	Gole Bazar Bilaspur SO	495001	158.	Korba Colliery SO	495677
109.	Gopalnagar SO	495663	159.	Korba Town SO	495678
110.	Hirri Mines SO	495222	160.	Kusmunda Colliery SO	495454
111.	Jairamnagar SO	495550	161.	Malkharoda SO	495691
112.	Jangir SO	495668	162.	Manikpur Colliery SO	495682
113.	Juna Bilaspur SO	495001	163.	Pragatinagar Korba SO	495450
114.	Kargi Road SO	495113	164.	Rajgamar Colliery SO	495583
115.	Katghora SO	495445	165.	Sakti SO	495689
116.	Kharod SO	495556	166.	Sakti R.S. SO	495689
117.	Kilaward Bilaspur SO	495001	167.	Vidyutnagar Korba SO	495450
118.	Koni SO	495009	168.	W.C.L. Gevra Project SO	495452
119.	Lormi SO	495115	169.	Vikash Bhawan Jamnipali SO	495450
120.	Machadoli SO	495453	170.	Durg HO	491001

1	2	3	1	2	3
171.	AO Bhilai SO	490001	221.	Sector-8 Bhilai SO	490006
172.	Anda SO	491221	222.	Sikosa SO	491222
173.	Arjunda SO	491225	223.	Samiriti Nagar SO	490020
174.	Balod SO	491226	224.	Supela Bhilai SO	490023
175.	Balod Town SO	491226	225.	Utai SO	491107
176.	Bzr Dallirajhara SO	491228	226.	Vaishali Nagar SO	490023
177.	Bemetara SO	491335	227.	IBSBHO, HO	490001
178.	Berla SO	491332	228.	Rajnandgaon HO	491441
179.	Bhilai. 1 SO	490001	229.	Ambagarh Chowi SO	491665
180.	Bhilai Borai SO	491001	230.	Bandha Bazar SO	491668
181.	Bhilai East SO	490021	231.	Bzr Rajnandgaon SO	491441
182.	B.M. Yard SO	490025	232.	Chichola SO	491557
183.	Bhilai West SO	490049	233.	Chhuikhadan SO	491885
184.	CC Bhilai SO	490006	234.	Chhuria SO	491885
185.	Dallirajhara SO	491228	235.	Dongargaon SO	491661
186.	Dhamdha SO	491331	236.	Dongargarh SO	491445
187.	Dondilohara SO	491771	237.	Gandai Pandaria S	491445
188.	Durg Ganj SO	491001	238.	Ghumka SO	491444
189.	Durg Kutchery SO	491001	239.	G.G.D. Chowk SO	491441
190.	Durg RS SO	491001	240.	Khairagarh Raj SO	491881
191.	Durg Sadar Bzr SO	491001	241.	Manpur SO	491229
192.	Gunderdehi SO	491223	242.	Mohala SO	491666
193.	Gurur SO	491227	243.	Rajnandgaon Kutchery SO	491441
194.	IE Bhilai SO	490026	244.	Rajnandgaon Stadium SO	491441
195.	J.C. Works SO	490024	245.	Dashrangapur SO	491336
196.	JM Bhilai SO	490001	246.	Kawardha MDG, MDG	491995
197.	Kasaridih Durg SO	491001	247.	Raipur HO	492001
198.	Khamaria SO	491338	248.	Abhanpur SO	493661
199.	Khursipar SO	490011	249.	Aarang SO	493441
200.	Kohka Bhilai SO	490023	250.	Bagbahara SO	493449
201.	Kumhari SO	490042	251.	Baikhunt SO	493116
202.	Malviya Nagar Durg SO	491001	252.	Baloda Bazar SO	493332
203.	Maroda Bhilai SO	490006	253.	Basana SO	493554
204.	MO Dallirajhara SO	491228	254.	Bhakara SO	493773
205.	Mohan Ngr Durg SO	491001	255.	Bhatapara SO	493118
206.	Motilal Nehru Ngr SO	490020	256.	Bhatapara Sadar Bazar SO	493118
207.	Nandghat SO	491340	257.	Bhatgaon SO	493222
208.	Nadini SO	490036	258.	Bilaigarh SO	493338
209.	Nawagaon Bhilai SO	490006	259.	Birgaon SO	493221
210.	Nawagarh SO	491337	260.	Bairanbazar SO	492001
211.	New Khursipar Bhilai SO	490011	261.	Churu SO	493996
212.	Padamnabhpur Durg SO	491001	262.	Chotapara SO	492001
213.	Patan SO	491111	263.	Dayanand Nagar SO	492001
214.	SAF Lines SO	490022	264.	Deobhog SO	493890
215.	Saja SO	491993	265.	Dhamtari Dak Bunglow Ward SO	493773
216.	Sector-2 Bhilai SO	491001	266.	Dhamtari Eye Ward SO	493773
217.	Sector-3 Bhilai SO	491006	267.	Dhamtari MDG	493773
218.	Sector-5 Bhilai SO	490006	268.	Gariabandh SO	493889
219.	Sector-6 Bhilai SO	490006	269.	Grasim Vihara Ravan SO	493196
220.	Sector-7 Bhilai SO	490006	270.	Ghudiari SO	492009

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271.	Hathbhandu SO	493113
272.	Himmi SO	493195
273.	Jagdishpur SO	493555
274.	Kalibadi SO	492001
275.	Kasdol SO	493335
276.	Katangi SO	493344
277.	Kharora SO	493225
278.	Kurud SO	493663
279.	Lavan SO	493526
280.	Mahasamund MDG	493445
281.	Mana Camp SO	492015
282.	Mandhar Cement Factory SO	493211
283.	Mandir Hasaud SO	493101
284.	Nagari SO	493778
285.	Navapara Rajim SO	493881
286.	Nevra SO	493114
287.	Palari SO	493228
288.	Pandari SO	492004
289.	Panduka SO	492019
290.	Fingeshwar SO	493992
291.	Pithora SO	493551
292.	Purani Basti SO	492001
293.	Raipur Ganj SO	492009
294.	Raipur Kutchery SO	492001
295.	Rajendra Nagar SO	492001
296.	Rajim SO	493885
297.	Ramsagarpara SO	492009
298.	Ravigram SO	492006
299.	Ravishankar University SO	492010
300.	Ravan SO	493331
301.	Rudri SO	493776
302.	Sankara SO	492112
303.	Saraipali SO	493558
304.	Sarsivan SO	493559
305.	Science College SO	492010
306.	Shankarnagar SO	492007
307.	Singa SO	493101
308.	Sundernagar SO	492013
309.	Tatibandh SO	492099
310.	Urla SO	492221
311.	Vidhansabha SO	492005
312.	Vivekanand Ashram SO	492001
313.	W.R.S. Colony SO	492008
314.	Vatgan SO	493229
315.	Balaghat SO	481001
316.	Behar SO	481111
317.	Balaghat City SO	481001
318.	Balaghat R.S. SO	481001
319.	Birsa SO	481051
320.	Bharweli SO	481102

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321.	Budbuda SO	481332
322.	Ghadi SO	481117
323.	Hatta SO	481226
324.	Karanja SO	481224
325.	Katangi SO	481445
326.	Khairlanji SO	481337
327.	Kimapur SO	481115
328.	Lalbarra SO	481441
329.	Lamta SO	481551
330.	Lanji SO	481222
331.	Malajkhand SO	481116
332.	Paraswada SO	481556
333.	Rampayali SO	481336
334.	Balaghat Sarekha Kosmi SO	481001
335.	Tirodi SO	481449
336.	Ukwa SO	481105
337.	Varasiwani MDG	481331
338.	Varasiwani Civil Lines SO	481331
339.	Mandala HO	481661
340.	Anjanika SO	481993
341.	Bahmani SO	481771
342.	Bhuabichia SO	481995
343.	Chabi SO	481672
344.	Chiraidongari SO	481768
345.	Dindori MDG	481880
346.	Gorakhpur SO	481884
347.	Gadasarai SO	481882
348.	Ghugari SO	481664
349.	Maharajpur SO	481665
350.	Padav Mandala SO	481661
351.	Mohgaon SO	481663
352.	Nainpur SO	481776
353.	Niwas SO	481885
354.	Padarinarayanganj SO	481661
355.	Pindarai SO	481668
356.	Shahapura Niwas SO	481990
357.	Samnapur SO	481778
358.	Shahpur SO	481879
359.	Sijhora SO	481996
360.	Siwani HO	480661
361.	Aadegaon SO	480887
362.	Aari SO	480771
363.	Bandol SO	480882
364.	Barghat SO	480667
365.	Chapara SO	480884
366.	Dhuma SO	480866
367.	Ghansaur SO	480997
368.	Kahani SO	480999
369.	Kanhiwada SO	480990
370.	Khawasa SO	480881

1	2	3	1	2	3
371.	Kewalari SO	480994	421.	Madwas SO	486669
372.	Korai SO	480889	422.	Majhauri SO	486666
373.	Khairapalari SO	480991	423.	Nigahi Project SO	486884
374.	Lakhnadaun SO	480886	424.	Rampur Naikin SO	486775
375.	Siwani Barapathar SO	480661	425.	Sidhi Bus Stand SO	486661
376.	Siwani Budhwaribazar SO	480661	426.	Sidhi Collectrate SO	486661
377.	Siwani City SO	480661	427.	Sihawal SO	486670
378.	Ugali SO	480996	428.	Singrauli Colly SO	486886
379.	Shahdol HO	484001	429.	Vindhyanagar SO	486886
380.	Amarkantak SO	484886	430.	Waidhan SO	486886
381.	Amlai Colly SO	484116	431.	Chhindwara HO	480001
382.	Amlai Paper Mill SO	484117	432.	Amarwara SO	480221
383.	Anuppur MDG	484224	433.	Bichhua SO	480111
384.	Bansagar SO	484776	434.	Chandameta SO	480447
385.	Beohari SO	484774	435.	Chand SO	480110
386.	Bijuri SO	484440	436.	Chaurahi SO	480115
387.	Birsinghpur Pali SO	484551	437.	Chindwara City SO	480001
388.	Burhar SO	484110	438.	Chitnawisganj Chindwara SO	480002
389.	Chachai SO	484220	439.	Damua SO	480555
390.	Chandia SO	484660	440.	Durgaria SO	480553
391.	Dhanpuri SO	484114	441.	Eklehra SO	480449
392.	Dhanpuri Colly SO	484114	442.	Gulabara Chindwara SO	480001
393.	Gohparu SO	484770	443.	Harrai SO	480224
394.	Jaisinghpur SO	484771	444.	Junnardeo SO	480551
395.	Jaithari SO	484330	445.	Lalbagh Chhindawara SO	480001
396.	Jaitpur	484669	446.	Lodhikheda SO	480108
397.	Jamuna Colly SO	484444	447.	Nandan SO	480554
398.	Kotma SO	484334	448.	Newton Chikli SO	480557
399.	Kotma Colly SO	484336	449.	Pandhurna EDSO	480334
400.	Manpur SO	484665	450.	Pandhurna-Gujri SO	480334
401.	Nowrozabad SO	484555	451.	Parasia SO	480441
402.	Rajendragram SO	484881	452.	Pipla-Narayanwar SO	480109
403.	Rajnagar Colly SO	484446	453.	Sausar SO	480106
404.	SGTGS B. Pali SO	484552	454.	Soari-Bazar SO	480331
405.	S.K. Nagar SO	484120	455.	Seoni-Sausar SO	480337
406.	Shahdol BS SO	484001	456.	Singodi SO	480223
407.	Shahdol GG SO	484001	457.	Tamia SO	480559
408.	Shahdol Gharola SO	484001	458.	Teegaon SO	480338
409.	Shahdol RS SO	484001	459.	T.B.S. Chhindwara SO	480001
410.	Umaria MDG	484661	460.	Umrana SO	480107
411.	Venkatnagar SO	484113	461.	Mohgaon-Haweli	
412.	Sidhi HO	486661	462.	BETUL HO	460001
413.	Amolri Project SO	486887	463.	Amla SO	460551
414.	Bharatpur SO	486776	464.	Amla-Depot SO	460553
415.	Chitrangi SO	486882	465.	Athnair SO	460110
416.	Churhat SO	486771	466.	Betul-Bazar	460004
417.	Dudhichua Project SO	486888	467.	Betul-Ganj SO	460001
418.	Gorbi SO	486892	468.	Bhainsdehi SO	460220
419.	Jayant Colly SO	486890	469.	Bordehi SO	460554
420.	Jiawan SO	486881	470.	Chicholi SO	460330

1	2	3
471.	Dunawa SO	460663
472.	Ghora-Dongri SO	460443
473.	Khedi-Saoligarh SO	460225
474.	Kothi-Bazar Betul SO	460001
475.	Multai	460668
476.	Multai Bazar SO	460660
477.	Masod	460668
478.	Pathakheda SO	460449
479.	Prabhatpattan SO	460665
480.	Rai-Amla SO	460666
481.	Saikhada SO	460557
482.	Sarni SO	460447
483.	Shahpura SO	460440
484.	Vikasnagar Betul SO	460001
485.	Raigarh HO	496001
486.	Raigarh Sadar Bazar SO	496001
487.	Raigarh Chakradhar Nagar SO	496001
488.	Baramkela SO	496551
489.	Chaal SO	496665
490.	Dharanajgarh SO	496116
491.	Gharghoda SO	496111
492.	Hardi SO	496450
493.	Kharasia SO	496661
494.	Kondatarai SO	
495.	Madanpur SO	496660
496.	Laijooaga SO	496113
497.	Pusour SO	496440
498.	Rajpur SO	496115
499.	Saria SO	496554
500.	Sarangarh SO	496445
501.	Tammar SO	496107
502.	Raigarh Jute Mill SO	496001
503.	Jashpur Nagar SO	496331
504.	Bagicha SO	496224
505.	Duldula SO	496334
506.	Pharsa Bahar SO	496223
507.	Gholeng SO	496338
508.	Kansabel SO	496223
509.	Kunkuri SO	496225
510.	Labakera SO	496245
511.	Ludeg SO	496220
512.	Manora SO	496330
513.	Pathalgaon SO	496118
514.	Sanna SO	496336
515.	Tashkara SO	496227
516.	Ambikapur HO	497001
517.	Ambikapur Nyayalaya SO	497001
518.	Ambikapur Town SO	497001
519.	Balrampur SO	497119
520.	Batauli SO	497101

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521.	Bhatgaon Colliery SO	497235
522.	Vishrampur Colliery SO	497226
523.	Funduldihari SO	497110
524.	Kusmi SO	497222
525.	Lakhanpur SO	497116
526.	Pratappur SO	497223
527.	Pratapgarh SO	497114
528.	Rajpur SO	497118
529.	Ramanujganj SO	497220
530.	Sitapur SO	497111
531.	Vadraf Nagar SO	497225
532.	Baikunth Nagar SO	497335
533.	Bhaiya Than SO	497231
534.	Chirimiri SO	497449
535.	Charcha Colliery SO	497339
536.	Godripura SO	497555
537.	Haldibadi SO	497451
538.	Janakpur SO	497778
539.	Jhagarakhand Colliery SO	497446
540.	Korea Colliery SO	497559
541.	Kurasia Colliery SO	497553
542.	Manendra Garh SO	497442
543.	Pathna SO	497331
544.	Ramanuj Nagar SO	497333
545.	Sonabani Colliery SO	497557
546.	South Jhagarakhand SO	497443
547.	Surajpur SO	497229
548.	West Chirimiri SO	497773
549.	West Jhagarakhand SO	497447
550.	Jagdarpur SO	494001
551.	Asna	494221
552.	Awapalli	494447
553.	Bacheli	494553
554.	Bakawand	494222
555.	Bhansi	494551
556.	Bastar	494223
557.	Bhanpuri	494223
558.	Bhopalpatnam	494446
559.	Bijapur	494444
560.	Dantewada	494005
561.	Dharampura	494005
562.	Dornapal	494122
563.	Geedam	494441
564.	Jagdarpur Kut.	494001
565.	Jagdarpur Sadar Bazar	494001
566.	Jagdarpur Rly. Colony	494001
567.	Konta	494114
568.	Kirandul	494556
569.	Lohandiguda +K	494010
570.	Madded+	494448

1	2	3	1	2	3
571.	Nakulnar	494552	619.	Rewa A.P.S.U. SO	486003
572.	Sukma	494111	620.	Rewa Bansagar Colony SO	486005
573.	Tokapal	494442	621.	Rewa Bichhia Road SO	486001
574.	Tongpal	494115	622.	Rewa Chauhatta SO	486001
575.	Konker HO	494334	623.	Rewa SO	486001
576.	Antagarh+	494665	624.	Satna H.O.	485001
577.	Colony	494777	625.	Amarpatan SO	485775
578.	Bhanupratappur	494669	626.	Amdara SO	486773
579.	Keshkal	494331	627.	Babupur SO	485112
580.	Vishrampur	494337	628.	Birsinghpur SO	485226
581.	Charama	494337	629.	Jaitwara	485221
582.	Chote Kapsi	494771	630.	Jaso	485551
583.	Kondagaon LSG	494226	631.	Kathaha	485778
584.	Kondagaon Naka	494226	632.	Kothi	485666
585.	Korar	494670	633.	Madhogarh	485113
586.	Kanker Kut.	494334	634.	Maihar SO	485771
587.	Lakhanpuri	494336	635.	Majhgawan	485331
588.	Narayanpur	494661	636.	Nadan	485774
589.	Pharasgaon	494228	637.	Nagod SO	486446
590.	Pharasgaon Camp	494229	638.	Pilikothi ED SO	485336
591.	Pakhanjore Camp	494776	639.	Ramnagar	485881
592.	Piprabahigaon	494230	640.	Rampur Baghelan	485115
593.	Sambalpur	494635	641.	Ramvan	485111
594.	Sarona	494335	642.	Sagmania	485114
595.	Rewa H.O.	485001	643.	Sarlanagar	485772
596.	Baikunthpur SO	486441	644.	Satna Birla Vikas S.O.	
597.	Beeda SO	486446	645.	Satna Civil line	485001
598.	Chak SO	486226	646.	Satna Jawahar Nagar	485001
599.	Chorahata SO	486006	647.	Satna Mukhtiyarganj EDSO	485001
600.	Dabhaura SO	486556	648.	Satna Semharia Chowk	485001
601.	Deotalab SO	486341	649.	Satna Tikuria Tola	485001
602.	Dheraa SO	486333	650.	Singhpur	485447
603.	Garh SO	486115	651.	Sohawal	485441
604.	Govindgarh SO	486550	652.	Unchehra	485661
605.	Gurh SO	486553	653.	Chirahula Colony SO	486001
606.	Hanumana SO	486335	654.	Rewa City SO	486001
607.	Jawa SO	486223	655.	Rewa Ghoghar Mohalla SO	486001
608.	J.P. Nagar SO	486450	656.	Rewa Engineering College SO	486002
609.	Katra SO	486117	657.	Rewa Medical College SO	486001
610.	Laxmanpur SO	486440	658.	Rewa Uprahti SO	486001
611.	Mangawan SO	486111	659.	Rewa Venkat Bhawan SO	486001
612.	Manikwar SO	486123	660.	Semaria SO	486445
613.	Mauganj SO	486331	661.	Sirmaur SO	486448
614.	Naigarhi SO	486340	662.	Teonthar SO	486220
615.	Patehara SO	486447	663.	Tons Hydel Project SO	486451
616.	Raghunathganj SO	486338			
617.	Raipur Karchulian SO	486114			
618.	Rewa Agriculture College SO	486001			

[No. 11017-2/2003-OL]

ANJU DASGUPTA, Sr. Dy. Director General (PO&I)

(डाक जीवन बीमा निदेशालय)

नई दिल्ली, 6 जनवरी, 2006

क्र. आ. 722.—राष्ट्रपति डाक जीवन बीमा और ग्रामीण डाक जीवन बीमा के अधीन बाल (चिल्ड्रेन) पालिसी प्रवर्तित करते हैं और निम्नलिखित को डाकघर बीमा निधि नियमावली के नियम 3क के तौर पर जोड़ते हैं :—

“डाक जीवन बीमा/ग्रामीण डाक जीवन बीमा में आजीवन या बन्दोबस्त बीमा कोई भी पालिसीधारक अपने बच्चे/बच्चों के लिए बाल पालिसी लेने के लिए पात्र होगा।”

बाल पालिसी का प्रवर्तन 20-01-2006 से प्रभावी होगा।

स्कीम की प्रमुख विशेषताएं इस अधिसूचना के साथ संलग्न हैं।

[सं. 26-3/2005-एलआई]

वी. पति, अपर महाप्रबंधक

संलग्नक.

1. बाल पालिसी की प्रमुख विशेषताएं निम्नलिखित के अनुसार हैं :—

(i) संक्षिप्त नाम :

इस स्कीम को बाल पालिसी स्कीम कहा जाएगा। यह स्कीम डाक जीवन बीमा और ग्रामीण डाक जीवन बीमा दोनों पर लागू होगी।

(ii) प्रारंभ :

बाल पालिसी अधिसूचना के प्रकाशन की तिथि से लागू होगी।

(iii) उद्देश्य

प्रत्येक पालिसीधारक के दो बच्चों को बीमा कवर प्रदान करने के लिए इस स्कीम की परिकल्पना की गई है लेकिन यह किसी एक बीमित व्यक्ति की एक पालिसी के लिए ही इस प्रकार की पालिसी की अनुमति देने की शर्त के अधीन है।

(iv) डाकघर बीमा निधि नियमावली की अनुप्रयोज्यता :

डाकघर बीमा निधि नियमावली समय-समय पर यथासंशोधित “बाल पालिसी स्कीम” पर भी आवश्यक परिवर्तनों सहित इस स्कीम के अंतर्गत किए गए विशेष प्रावधानों के सिवाय लागू होगी। वैसे विशेष प्रावधान संगत डाकघर बीमा निधि नियमावली के अपवर्जन और अधिक्रमण में लागू होंगे “बाल पालिसी स्कीम” के अंतर्गत किसी भी नियम के निर्वचन या अनुप्रयोज्यता के संबंध में संदेह उत्पन्न होने पर मामला डाक महानिदेशक को भेजा जाएगा जिनका निर्णय अंतिम होगा।

(v) पात्रता :

(क) यह एक स्वतंत्र पालिसी है। तो भी, यह पालिसी अपने आप में किसी भी बच्चे को जारी नहीं की जाएगी। अगर बच्चे के माता/पिता (इसमें इसके पश्चात् बीमित व्यक्ति कहा गया है) ने राशि, जो बाल पालिसी की बीमित राशि से कम न हो, के लिए अपने जीवन पर आजीवन या बन्दोबस्ती बीमा (इसमें इसके पश्चात् मुख्य पालिसी कहा गया है) के रूप में पहले ही पालिसी ले ली है या लेने का प्रस्ताव कर रहे हों तो वैसे बीमित व्यक्ति को बाल पालिसी जारी की जाएगी।

(ख) एक बच्चे के लिए एक से अधिक पालिसी लेने की अनुमति नहीं दी जाएगी। बीमित व्यक्ति द्वारा केवल अपने स्वयं के बच्चे के लिए पालिसी ली जाएगी।

(ग) इस पालिसी के अंतर्गत एक परिवार के दो से अधिक बच्चों को कवर नहीं किया जाएगा। एक ही बच्चे को एक से अधिक पालिसी के अंतर्गत कवर नहीं किया जाएगा।

(vi) आयु सीमा :

(क) मुख्य पालिसी का बीमित व्यक्ति बाल पालिसी जारी करने के समय 45 वर्ष और इससे अधिक की आयु का नहीं होना चाहिए।

(ख) बाल पालिसी जारी करने के समय बच्चे की आयु 5 वर्ष से कम और 20 वर्षों से अधिक नहीं होनी चाहिए।

(vii) बीमा की सीमाएं :

इस स्कीम के अंतर्गत बीमा के लिए न्यूनतम सीमा 20,000/-रु. (बीस हजार रुपए मात्र) होगी। इस स्कीम के अंतर्गत बीमित राशि की अधिकतम सीमा 1,00,000/-रु. (एक लाख रुपए) से अधिक नहीं होगी। बीमित व्यक्ति की अन्य पालिसी के साथ इस पालिसी की कुल बीमित राशि डाक जीवन बीमा के अंतर्गत समय-समय पर अनुमेय बीमित राशि की ऊपरी सीमा से अधिक नहीं होगी।

(viii) चिकित्सकीय जाँच-पड़ताल :

यह पालिसी प्रति बालक/बालिका एक लाख रु. की अधिकतम बीमित राशि के लिए गैर-मेडिकल पालिसी होगी।

(ix) बीमा योजना :

“बाल पालिसी” के अंतर्गत केवल एक बन्दोबस्ती बीमा योजना उपलब्ध होगी।

(x) एजेंटों को लाइसेंस प्रदान करना :

डाक जीवन बीमा में जो भी विकास अधिकारी (डाक जीवन बीमा), फील्ड अधिकारी (डाक जीवन बीमा), प्रत्यक्ष एजेंट और अन्य कर्मचारी व्यवसाय का प्रापण करने के लिए प्राधिकृत हैं उन्हें बाल पालिसी के अधीन व्यवसाय का प्रापण करने की अनुमति होगी।

(xi) एजेंसी कमीशन :

“बाल पालिसी” में व्यवसाय का प्रापण कर रहे विकास अधिकारी (डा.जी.बी.), फील्ड अधिकारी (डा.जी.बी.), प्रत्यक्ष एजेंट और अन्य कर्मचारी प्रत्येक श्रेणी के लिए यथा अनुप्रयोज्य समान दर पर प्रोत्साहन राशि/कमीशन के भुगतान के लिए पात्र होंगे।

(xii) बीमित व्यक्ति की देयता :

(क) बच्चे के लिए बीमा कवर हासिल करने के लिए बीमित व्यक्ति विभाग द्वारा निर्धारित प्रस्ताव प्रपत्र या तो स्वयं या अपने एजेंट के माध्यम से भर सकता है और उसकी निबंधन एवं शर्तों को स्वीकृत कर लेने और उक्त प्रस्ताव प्रपत्र में सही और तथ्यपरक जानकारी उपलब्ध कराने के प्रणाम स्वरूप उक्त प्रस्ताव प्रपत्र पर हस्ताक्षर कर सकता है। या अपने दाहिने/बायें अंगूठे का निशान, अगर निरक्षर हो, लगा सकता है। जहाँ बीमित व्यक्ति ने अपने अंगूठे का निशान लगाया हो, उसे किसी साक्षर गवाह के माध्यम से साक्ष्यकित किया जाना चाहिए और उसका (गवाह) किसी भी दृष्टि से विभाग से सम्बद्ध नहीं होना चाहिए। गलत या भ्रामक जानकारी अनुबंध को डाक महानिदेशक के विवेकाधीन अमान्यकरणीय बना देगी और उक्त बीमित व्यक्ति द्वारा किया गया भुगतान जब्त भी किया जा सकता है।

(ख) जहाँ बीमित व्यक्ति ने उस भाषा जिसमें प्रस्ताव प्रपत्र लिखा गया है, से अलग भाषा में किसी प्रस्ताव पर हस्ताक्षर किए हैं, वहाँ संबंधित पुरुष/महिला द्वारा किए गए हस्ताक्षर की भाषा में एक घोषणा की जाए कि उस पुरुष/महिला ने यह समझने पर हस्ताक्षर किए हैं कि प्रस्ताव प्रपत्र में क्या निहित है। सभी ऐसी घोषणा को भी प्रस्ताव प्रपत्र भर रहे व्यक्ति की घोषणा के साथ नत्थी किया जाए।

(xiii) सूचना एकत्रित करने का प्राधिकार :

बीमित व्यक्ति प्रस्ताव को प्रस्तुत करते समय विभाग को इस बात के लिए प्राधिकृत करेगा कि वह बच्चे, कार्मिक की आयु, परिवार आदि के बारे में किसी सूचना को एकत्रित करने या ऐसे स्रोतों जिनमें वैयक्तिक और पारिवारिक चिकित्सक शामिल हैं, से चिकित्सा इतिवृत्त, जैसा भी विभाग को आवश्यक प्रतीत हो, ले सके।

(xiv) प्रीमियम की दर :

“बाल पालिसी” के लिए प्रीमियम की दरें समय-समय पर विभाग द्वारा निर्धारित प्रीमियम सारणी के अनुसार प्रयोज्य होंगी।

(xv) प्रीमियम का भुगतान :

(क) “बाल पालिसी” हेतु प्रीमियम मुख्य पालिसी के प्रीमियम के साथ देय हो सकता है/नहीं हो सकता है।

(ख) ऊपर दिए गए कथन के बावजूद बीमित व्यक्ति चुनिंदा डाकघर में या ‘पेरिकवरी’ यदि लागू हो, के माध्यम से किसी समय भी अग्रिम प्रीमियम का भुगतान कर सकता है।

(xvi) प्रथम अनंतिम प्रीमियम का भुगतान :

बीमित व्यक्ति विभाग के प्राधिकृत एजेंट के माध्यम से अपने बालक के लिए पहले प्रीमियम के बराबर की राशि को चुकाएगा और ऐसा इस स्पष्ट समझ के साथ किया जाएगा कि बालक के जीवन का जोखिम बालक के प्रस्ताव की स्वीकृति तिथि से प्रारंभ होगा और पहले अनंतिम प्रीमियम के भुगतान होने के बावजूद प्रस्ताव स्वीकृति से पूर्व उत्पन्न दावों के संबंध में डाक महानिदेशक कोई दायित्व स्वीकार नहीं करेगा।

(xvii) प्रस्ताव का सत्यापन :

विकास अधिकारी/फील्ड अधिकारी/प्रत्यक्ष एजेंट/अन्य कोई अधिकारी प्रस्तावों को डाक मंडलों में भेजने से पूर्व प्रविष्टियां सत्यापित करेगा।

(xviii) जोखिम का प्रारंभ :

पालिसी की स्वीकृति तिथि या पहले प्रीमियम के पूर्ण भुगतान जो भी बाद में हो, से बालक के जीवन पर जोखिम का प्रारंभ होगा।

(xix) जीवित व्यक्तियों का बीमांकन (अन्डर राइटिंग) :

डाक महानिदेशक या उनकी ओर से मुख्य पोस्टमास्टर जनरल ऐसे जीवित व्यक्तियों का ही बीमांकन (अन्डरराइटिंग) करेगा जो प्रीमियमों की सामान्य सारणीबद्ध दरों पर मानक पाए जाएंगे।

(xx) समनुदेशन और नामांकन :

बाल पालिसी के अंतर्गत पालिसियों का समनुदेशन और नामांकन आवश्यक परिवर्तनों सहित समनुदेशन और नामांकन संबंधी पीओआईएफ नियमावली द्वारा शासित होंगे।

(xxi) प्रस्ताव का निरस्तीकरण :

डाक महानिदेशक या मुख्य पोस्टमास्टर जनरल या उनकी ओर से प्राधिकृत किसी अधिकारी के पास, बिना कोई कारण बताए, किसी भी प्रस्ताव को रद्द करने का अधिकार होगा।

(xxii) ऋण, प्रदत्त मूल्य और अभ्यर्पण मूल्य :

बाल पालिसी पर कोई ऋण लागू नहीं होगा। पालिसी को मुख्य पालिसी पर लागू सामान्य शर्तों पर अभ्यर्पित तथा चुकता किया जा सकता है बशर्ते कि न्यूनतम 5 प्रीमियमों का भुगतान किया जा चुका हो।

(xxiii) पालिसियों का व्यपगमन, पुनरुज्जीवन और दावों का नियंटान :

पीओआईएफ नियमावली के नियम आवश्यक परिवर्तनों सहित, सिवाय अन्यथा विनिर्दिष्ट मामलों के प्रयोज्य होंगे।

(xxiv) पालिसी की अवधि :

मुख्य पालिसी की विशेष अवधि बाल पालिसी की प्रीमियम चुकाने की अवधि से कम नहीं होगी।

(xxv) दावे :

(क) बीमित राशि बाल पालिसी के परिपक्व होने या उससे पहले बालक की मृत्यु होने पर देय होगी।

(ख) बाल पालिसी की समाप्ति से पूर्व बीमित व्यक्ति की मृत्यु होने की स्थिति में पालिसी की शेष अवधि के लिए कोई अतिरिक्त प्रीमियम देय नहीं होगा।

(ग) यदि किसी स्थिति में बालक पालिसी की स्वीकृति के दो वर्षों के अंदर आत्महत्या करता है तो विभाग के विरुद्ध कोई दावा नहीं किया जाएगा और दावा रद्द हो जाएगा।

(xxvi) बोनस :

(क) बाल शिक्षा पालिसी पर बन्दोबस्ती बीमा की दर पर बोनस मिलेगा चाहे बीमित व्यक्ति के पास किसी भी प्रकार की पालिसी (मुख्य पालिसी) हो।

(xxvii) अनुरक्षण मूल्यांकन और निधि का प्रचालन :

इसे पीओआईएफ में शामिल किया जाएगा और इसका अनुरक्षण तदनुसार किया जाएगा।

(xxviii) अनुबंध की शर्तों और निबंधनों में परिवर्तन का अधिकार :

राष्ट्रपति के पास नियमावली या चुकाए जाने वाले प्रीमियमों में समय-समय पर ऐसे नियम जोड़ने या उनमें परिवर्तन करने का अधिकार सुरक्षित होगा, जैसा वह जरूरी समझे परन्तु ऐसे जोड़े गए नियम या परिवर्तन किसी ऐसी पालिसी की शर्तों या किसी अनुबंध को प्रभावित नहीं करेंगे जो किसी व्यक्ति ने महानिदेशक डाक के साथ इन या अनुबंध करते समय लागू किन्हीं अन्य नियमों के अंतर्गत की हो, बशर्ते कि वह व्यक्ति इस प्रकार के परिवर्तन अथवा परिवर्तन के संबंध में लिखित में अपनी सहमति दे दे।

1000 रु. की बीमित राशि की लाभ पालिसी के साथ बच्चों के लिए प्रबंधन (एड ऑन)

	प्रविष्टि पर आय				परिपक्वता पर आय			
	18	19	20	21	22	23	24	25
5	8.13	7.67	7.27	6.93	6.63	6.36	6.13	5.92
6	8.68	8.13	7.67	7.27	6.63	6.63	6.36	6.13
7	9.33	8.68	8.13	7.67	7.27	6.93	6.63	6.36
8	10.11	9.33	8.68	8.13	7.67	7.27	6.93	6.63
9	11.07	10.11	9.33	8.68	8.13	7.67	7.28	6.93
10	12.26	11.07	10.11	9.33	8.68	8.13	7.28	6.93
11	13.95	12.28	11.07	10.11	9.33	8.68	8.13	7.68
12	15.94	13.85	12.28	11.07	10.11	9.33	8.68	8.13
13	18.88	15.94	13.85	12.28	11.07	10.11	9.33	8.68
14		18.88	15.94	13.85	12.28	11.07	10.11	9.33
15			18.88	15.94	13.85	12.28	11.07	10.11
16				18.88	15.94	13.85	12.28	11.07
17					18.88	15.94	13.85	12.28
18						18.88	15.94	13.85
19							18.88	15.94
20								18.88

(DIRECTORATE OF PLI)

New Delhi, the 6th January, 2006

S.O. 722.—The President is pleased to introduce Children Policy under Postal Life Insurance and Rural Postal Life Insurance adds the following as Rule 3A of the Post Office Insurance Fund Rules :—

“A policy holder of Whole Life or Endowment Assurance in PLI/RPLI shall be eligible for taking Children Policy for his/her child/children.”

The introduction of Children Policy shall be effective from 20-01-2006.

The salient features of the scheme are appended to this notifications.

[No. 26-3/2005-LI]

V. PATI, Addl. General Manager

Appendix

The salient features of Children Policy are as under :—

(i) Short Title

The Scheme shall be called as “Children Policy Scheme”. This scheme shall be applicable to both PLI & RPLI.

(ii) Commencement

Children's Policy shall come into force with effect from the date of issue of notification.

(iii) Objective

The Scheme is envisaged to provide Insurance cover to the two children of each Policy holder provided that only one such policy will be allowed for an insured against one policy.

(iv) Applicability of Post Office Insurance Fund Rules

POIF Rules, as amended from time to time, shall be applicable to the “Children Policy Scheme” mutatis-mutandis except where special provisions have been made under this scheme. Such special provisions shall be applicable to the exclusion and in supersession of corresponding POIF Rules. In case of any doubt arising in interpretation or applicability of any rule under the “Children Policy Scheme”, the matter shall be referred to DG Posts whose decision shall be final.

(v) Eligibility

(a) This is an independent policy. However, this policy cannot be issued of its own to any child. If the father/mother (hereinafter called insured) of the child has already taken a Policy or is proposing to take a Policy on their life either as Whole life or Endowment Assurance (hereinafter called Main Policy) for a sum assured not less than the sum assured of Children Policy, then Children Policy shall be issued to such Insured.

(b) Not more than one Policy will be allowed for one child. The Policy can be taken by Insured for his/her own child only.

(c) Not more than two children in a family shall be covered under this policy. The same child should not be covered under more than one policy.

(vi) Age Limit

(a) The insured of Main Policy shall not be aged 45 years and above at the time of taking/issue of Children Policy.

(b) The age of the child should not be less than 5 years and not more than 20 years at the time of issue of Children Policy.

(vii) Limits of Insurance

The minimum limit for Insurance under this scheme shall be Rs. 20,000/- (Rs. twenty thousands only). The maximum limit of Sum Assured under this scheme shall not be more than Rs. 1,00,000/- (Rs. one lac only). Total Sum Assured of this Policy with the other Policy of the Insured shall not exceed the upper limit of the Sum Assured that is allowed under PLI/RPLI from time to time.

(viii) Medical Examination

This policy shall be a non medical policy for a maximum sum assured of Rs. one lac for one child.

(ix) Insurance Plan

Only one Endowment Assurance Plan shall be available under the "Children Policy".

(x) Licensing of Agents

The DOs (PLI), FOs (PLI), Direct Agents and other officials who are authorized to procure the business in PLI shall be allowed for procurement of business under Children Policy.

(xi) Agency Commission

The DOs (PLI), FOs (PLI), Direct Agents and other officials procuring business in Children Policy shall be eligible for payment of Incentive/Commission at the same rate as applicable to each category.

(xii) Liability of the Insured

(a) In order to obtain Insurance cover for the child the Insured may fill up the proposal form prescribed by the Department either himself/herself or through his/her agent and sign the said proposal form or impress his/her right/left thumb impression, if illiterate, in token of having accepted the terms and conditions thereof and having furnished correct and factual information in the said proposal form, where the Insured has impressed his/her thumb impression, the same shall be got witnessed through a literate witness who is not related in any way to the Department. Inaccurate or misleading information shall render the contract voidable at the discretion of Director General of Posts and lead to forfeiture of payment that may have been made by the said Insured.

(b) Where the Insured signs a proposal form in a language different from the one in which the proposal form is written, a declaration in language in which he/she has impressed his/her signature to the effect that he/she has signed after understanding the contents shall be obtained over his signatures. All such declaration shall also be accompanied by a declaration of the person filling the proposal form.

(xiii) Authorization to collect Information

The Insured shall authorize the Department at the time of submission of his/her proposal to collect any information regarding age of the child, personal, family and medical history from such sources including the personal and family doctors, as the department may deem necessary.

(xiv) Rate of Premium

The rates of premium for "Children Policy" shall be applicable as per the premium table fixed by the Department from time to time.

(xv) Payment of Premia

(a) Premium for "Children Policy" may/may not be payable with Premium for Main Policy.

(b) Notwithstanding what is stated above the Insured may pay advance premium for any period at any time at the selected Post Office or through pay recovery (if applicable).

(xvi) Payment of First Provisional Premium

The Insured shall pay an amount equal to first premium against his/her child through the Authorized Agent of the Department with clear understanding that the risk of the life of the child shall commence from the date of acceptance of the proposal of the child and Director General of Posts shall not accept any liability in respect of claims arising before acceptance of the proposal notwithstanding the payment of first provisional premium.

(xvii) Verification of Proposal

The DO/FO/Direct Agent/Any other Official will verify the entries in the proposal form before sending the same to Postal Divisions.

(xviii) Commencement of risk

The risk on the life of the Child shall commence from the date of acceptance of the policy or payment of the first premium in full whichever ever is later.

(xix) Underwriting of lives

The D.G. Posts or CPMG on his behalf shall underwrite only such lives, which are found standard on normal tabular rates of premiums.

(xx) Assignment and Nominations

Assignment and nominations of policies under "Children Policy" shall be governed by the POIF Rules on assignment and nominations mutatis mutandis.

(xxi) Rejection of proposal

The DG Posts or CPMG or officers authorized on his behalf reserve the right to reject any proposal without assigning any reasons thereof.

(xxii) Loan, Paid up value and surrender value

No loan shall be applicable to Children Policy. Policy can be surrendered and made paid up on usual conditions as applicable to Main Policy provided at least 5 years Premiums have been paid.

(xxiii) Lapsing of Policies, Revival and Settlement of Claims

The Rules of POIF Rules shall be applicable mutatis mutandis except in cases specified otherwise.

(xxiv) Term of Policy

The Outstanding term of Main Policy shall not be less than the premium-paying period of "Children Policy".

(xxv) Claims

(a) Sum Assured shall be payable on Children Policy on its Maturity or earlier on death of the child.

(b) In the event of death of the Insured before the expiry of the Children Policy, no further premium shall be payable for the balance period of the policy.

(c) In case the child commits suicide within the two years of the acceptance of the policy no claim shall lie against the department and the claim shall be rejected.

(xxvi) Bonus

Children Education Policy shall attract bonus at the rate of Endowment Assurance irrespective of the type of policy held by the Insured (Main Policy).

(xxvii) Maintenance valuation and operation of Fund

This will be included in POIF and maintained accordingly.

(xxviii) Right to alter terms and conditions of the contract

The President reserves to himself the right of making from time to time such additions and alteration in the Rules or in the premia to be paid as he may consider necessary, provided that no such addition or alteration shall effect the conditions or any contract for a policy which any person may have made with Director General of Posts, under these or any other Rules in force at the time of making the contract, unless such person has given his/her consent in writing to such addition or alteration.

CHILDREN ADD ON WITH PROFIT POLICY OF SUM ASSURED OF RS. 1000/-**AT ENTRY AGE AT MATURITY.....**

	18	19	20	21	22	23	24	25
5	8.13	7.67	7.27	6.93	6.63	6.36	6.13	5.92
6	8.68	8.13	7.67	7.27	6.93	6.63	6.36	6.13
7	9.33	8.68	8.13	7.67	7.27	6.93	6.63	6.36
8	10.11	9.33	8.68	8.13	7.67	7.27	6.93	6.63
9	11.07	10.11	9.33	8.68	8.13	7.67	7.28	6.93
10	12.28	11.07	10.11	9.33	8.68	8.13	7.65	7.28
11	13.85	12.28	11.07	10.11	9.33	8.68	8.13	7.68
12	15.94	13.85	12.28	11.07	10.11	9.33	8.68	8.13
13	18.88	15.94	13.85	12.28	11.07	10.11	9.33	8.68
14		18.88	15.94	13.85	12.28	11.07	10.11	9.33
15			18.88	15.94	13.85	12.28	11.07	10.11
16				18.88	15.94	13.85	12.28	11.07
17					18.88	15.94	13.85	12.28
18						18.88	15.94	13.85
19							18.88	15.94
20								18.88

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 16 फरवरी, 2006

का. आ. 723.—केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में स्वास्थ्य और परिवार कल्याण मंत्रालय के अन्तर्गत आने वाले निम्नलिखित कार्यालय को जिनके 80 प्रतिशत से अधिक कर्मचारी/वृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है:—

1. मरूस्थलीय आयुर्विज्ञान अनुसंधान केन्द्र,
नई पाली रोड, जोधपुर,
राजस्थान।

[सं. ई-11012/1/94-रा.भा.कार्या. (हिन्दी-1)]

अवतार सिंह चौहान, मुख्य लेखा नियंत्रक

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 16th February, 2006

S.O. 723.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use of Official Purposes of Union) Rules, 1976, the Central Government hereby notifies the following office under the Ministry of Health and Family Welfare, 80 per cent staff whereof have acquired working knowledge of Hindi:—

1. Desert Medical Research Centre,
New Pali Road, Jodhpur,
Rajasthan.

[No. E. 11012/1/94-OLI (Hindi-I)]

AVTAR SINGH CHAUHAN, Chief Controller of
Accounts

(स्वास्थ्य विभाग)

नई दिल्ली, 13 फरवरी, 2006

का. आ. 724.—केन्द्रीय सरकार ने भारतीय आयुर्विज्ञान परिषद अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (क) के अनुसरण में तथा असम सरकार के साथ परामर्श करके डॉ. डी.जे. बोरा को इस अधिसूचना के जारी होने की तारीख से पांच वर्ष की अवधि के लिए भारतीय आयुर्विज्ञान परिषद के एक सदस्य के रूप में मनोनीत किया है।

अतः अब उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबन्ध के अनुसरण में, केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का.आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात्;

उक्त अधिसूचना में "धारा 3 की उप-धारा (1) के खण्ड (क) के अधीन मनोनीत" शीर्षक के अंतर्गत क्रम संख्या 3 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां प्रतिस्थापित की जाएंगी; अर्थात्:—

- "9 डॉ. डी.जे. बोरा असम सरकार"
प्रोफेसर ऑफ मेडिसिन एंड
रुमेटोलॉजी,
गुवाहाटी मेडीकल कालेज,
गुवाहाटी, असम।

[सं. वी-11013/1/2005-एमई (नीति-1)]

के. वी. एस. राव, अवर सचिव

(Department of Health)

New Delhi, the 13th February, 2006

S.O. 724.—Whereas the Central Government, in pursuance of clause (a) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) and in consultation with the Government of Assam have nominated Dr. D.J. Borah, to be a member of the Medical Council of India for a period of five years with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely;

In the said notification, under the heading, "Nominated under clause (a) of sub-section (1) of Section 3", for serial number 9 and the entries thereto, the following serial number and entries shall be substituted, namely:—

- "9. Dr. D.J. Borah, Govt. of Assam"
Professor of Medicine
& Rheumatology,
Gauhati Medical College,
Gauhati, Assam.

[No. V-11013/1/2005-ME(Policy-I)]

K.V. S. RAO, Under Secy.

महिला एवं बाल विकास मंत्रालय

नई दिल्ली, 13 फरवरी, 2006

का. आ. 725.—केन्द्रीय सरकार, महिला एवं बाल विकास मंत्रालय के राष्ट्रीय महिला कोष, 1, अबुल फजल रोड, नई दिल्ली स्थित कार्यालय के 80 प्रतिशत से अधिक अधिकारियों/कर्मचारियों द्वारा हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिए जाने के परिणाम-स्वरूप इस कार्यालय को राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में एतद्वारा अधिसूचित करती है।

[फा.सं. 11015/1/2000-हिन्दी]

लवलीन कक्कर, संयुक्त सचिव

MINISTRY OF WOMEN & CHILD DEVELOPMENT

New Delhi, the 13th February, 2006

S.O. 725.—In pursuance of sub-rule (4) of Rule 10 of Official Language (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies RASHTRIYA MAHILA KOSH, 1, Abdul Fajal Road, New Delhi, an office of the Ministry of Women & Child Development, as more than 80% of the officers/employees of KOSH have acquired working knowledge of Hindi.

[F. No. 11015/1/2000-Hindi]

LOVELEEN KACKER, Jt. Secy.

कृषि मंत्रालय

(कृषि एवं सहकारिता विभाग)

नई दिल्ली, 2 फरवरी, 2006

का. आ. 726.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में कृषि एवं सहकारिता विभाग, कृषि मंत्रालय के प्रशासनिक नियंत्रणाधीन वनस्पति संरक्षण, संगरोध एवं संग्रह निदेशालय, फरीदाबाद के निम्नलिखित कार्यालय को, जिसके 80% कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :—

वनस्पति संगरोध केन्द्र,
कार्गो एयर टर्मिनल परिसर,
बेगम पेट, हैदराबाद 500 016
(आन्ध्र प्रदेश)

[सं. 3-6/2002-हिन्दी नीति]

पी. के. जलाली, संयुक्त सचिव

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

New Delhi, the 2nd February, 2006

S.O. 726.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purposes of the Union) Rule, 1976, the Central Government hereby notifies the following Office of the Directorate of Plant Protection Quarantine & Storage, Faridabad, under the administrative control of the Department of Agriculture and Cooperation, Ministry of Agriculture, 80% staff whereof have acquired the working knowledge of Hindi :—

Plant Quarantine Centre,
Cargo Air Terminal Complex,
Begum Pate,
Hyderabad-500 016 (A.P.)

[No. 3-2/2002-Hindi Neeti]

P. K. JALALI, Jt. Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(खाद्य और सार्वजनिक वितरण विभाग)

नई दिल्ली, 14 फरवरी, 2006

का. आ. 727.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उप-नियम (4) के अनुसरण में उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय (खाद्य और सार्वजनिक वितरण विभाग) के प्रशासनिक नियंत्रणाधीन भारतीय खाद्य निगम के निम्नलिखित कार्यालयों, जिनके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है :—

1. भारतीय खाद्य निगम,
जिला कार्यालय,
एस.सी.एफ.-1 एवं 2,
मॉडल टाउन,
भटिण्डा-151 001

2. भारतीय खाद्य निगम,
जिला कार्यालय,
संगरूर (पंजाब)

[सं. ई-11011/1/2001-हिन्दी]

अनीता चौधरी, संयुक्त सचिव

MINISTRY OF CONSUMER AFFAIRS, FOOD & PUBLIC DISTRIBUTION

(Department of Food & Public Distribution)

New Delhi, the 14th February, 2006

S.O. 727.—In pursuance of sub-rule (4) of rule 10 of the Official Language (use for official purpose of the Union) Rule, 1976 the Central Government hereby notifies the following offices of Food Corporation of India under the administrative control of the Ministry of Consumer Affairs, Food & Public Distribution (Deptt. of Food & Public Distribution), whereof more than 80% of staff have acquired the working knowledge of Hindi :—

1. Food Corporation of
India,
District Office,
S.C.F. 1 & 2,
Model Town,
Bhatinda-151 001

2. Food Corporation of
India,
District Office,
Sangrur (Punjab)

[No. E-11011/1/2001-Hindi]

ANITA CHAUDHARY, Jt. Secy.

(उपभोक्ता मामले विभाग)

(भारतीय मानक ब्यूरो)

नई दिल्ली, 7 फरवरी, 2006

का. आ. 728.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिस भारतीय मानक का विवरण नीचे अनुसूची में दिया गया है वह स्थापित हो गया है :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	14902 (भाग 3): 2005 उच्च वोल्टता के दिष्ट धारा (एच वी डी सी) प्रणालियों की कार्यकारिता : भाग 3 गत्यात्मक स्थितियाँ	—	31 दिसम्बर, 2005

(1)	(2)	(3)	(4)
2.	विद्युतरोधन समन्वय : भाग 5 उच्च वोल्टता के दिष्ट धारा (एच वी डी सी) कनवर्टर स्टेशनों की प्रक्रियाएँ	—	31 दिसम्बर, 2005
3.	उच्च वोल्टता के दिष्ट धारा कनवर्टर स्टेशनों (एच वी डी सी) में पॉवर की क्षति ज्ञात करना	—	31 दिसम्बर, 2005
4.	विद्युत संचरण और वितरण प्रणालियों के लिए पॉवर इलेक्ट्रॉनिक्स-स्थैतिक वार कम्पैनसेटर्स के लिए थाईरिस्टर वाल्वों का परीक्षण	—	31 दिसम्बर, 2005

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पुणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. ईटी 40/टी-5, टी-6, टी-8]

पी. के. मुखर्जी, वैज्ञा.-एफ एवं प्रमुख (विद्युत तकनीकी)

(Department of Consumer Affairs)

(BUREAU OF INDIAN STANDARDS)

New Delhi, the 7th February, 2006

S.O. 728.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of the Indian Standards, if any, superseded by the new Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 14902 (Part 3): 2005, Performance of High-Voltage Direct Current (HVDC) systems Part-3 Dynamic Conditions	—	31st December, 2005
2.	IS 2165 (Part 5) Insulation Co-ordination Part 5 Procedures for High-Voltage Direct Current (HVDC) Converter stations	—	31st December, 2005
3.	IS 15597 : 2005 Determination of Power Losses in High-Voltage Direct Current (HVDC) Converter Stations	—	31st December, 2005
4.	IS 15617 : 2005 Power Electronic for Electrical Transmission and Distribution Systems Testing of Thyristor Valves for Static Var Compensators		31st December, 2005

Copy of these Standards are available for sale with Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[No. ET 40/T-5, T-6, T-8]

P. K. MUKHERJEE, Sc.-F & Head (Electromechanical)

नई दिल्ली, 15 फरवरी, 2006

का. आ. 729.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	2309 : 1989 इमारतों और ऐसी ही संरचनाओं का बिजली गिरने से बचाव—रीति संहिता (दूसरा पुनरीक्षण)	01 जनवरी, 2006	31 जनवरी, 2006

इस भारतीय संशोधन की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पुणे तथा तिरुवनन्तापुरम में विक्री हेतु उपलब्ध हैं।

[सं. ईटी 20/टी-4]

पी. के. मुखर्जी, वैज्ञ. -एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 15th February, 2006

S.O. 729.—In pursuance of clause (b) of Sub-rule (1) of Rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed has been issued :

SCHEDULE

Sl. No.	No. & year of the Indian Standards	No. & Year of the Amendment	Date from which the Amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 2309:1989 Protection for buildings and allied structures against lightning—Code of practice (Second Revision)	01 January, 2006	31 January, 2006

Copy of this Amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices: Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Thiruvananthapuram.

[No. ET 20/T-4]

P. K. MUKHERJEE, Sc.-F & Head (Electro mechanical)

नई दिल्ली, 15 फरवरी, 2006

का. आ. 730.— भारतीय मानक ब्यूरो (प्रमाणन) विनियम 1988 के उप-नियम (5) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन लाइसेंसों के विवरण नीचे अनुसूची में दिए गए हैं, वे स्वीकृत कर दिए गए हैं :—

अनुसूची

क्रम सं.	लाइसेंस सं.	स्वीकृत करने की तिथि वर्ष/माह	लाइसेंसधारी का नाम व पता	भारतीय मानक का शीर्षक/भामा भाग/अनु. वर्ष संख्या
1	2	3	4	5
01	8677911	11-11-2005	मै. राजस्थान केबल एण्ड कंडक्टर्स, ए-190 सी, रोड नं. 1-डी वि. औ. क्षेत्र, जयपुर (राज.)	एरियल बंचेज 14255 : 1995

1	2	3	4	5
02	8677406	09-11-2005	मै. बालाजी उद्योग 285, मल्होत्रा नगर, रोड नं. 1 के पास, वि. औ. क्षे. जयपुर	पीवीसी इन्सुलेटेड केबल्स 694 : 1990
03	8676101	02-11-2005	मै. हर्ष टेलीमेटिक्स जी-849 ए, रोड नं. 14, वि. औ. क्षे. जयपुर	एसीएसआर 398(Pt-2) : 1996
04	8676202	02-11-2005	मै. पावर फ्लेक्स इंडिया 11, महावीर मार्ग, गणेश कालोनी, आमेर रोड, जयपुर	पीवीसी इन्सुलेटेड केबल्स 694 : 1990
05	8676303	02-11-2005	मै. पावर फ्लेक्स इंडिया 11, महावीर मार्ग, गणेश कालोनी, आमेर रोड, जयपुर	पीवीसी इन्सुलेटेड (HD) केबल्स 1554(Pt.-1) 1990
06	8679006	18-11-2005	मै. अनामिका कंडक्टर्स 4 एण्ड 5, मालवीय औ. क्षे. जयपुर	एरियल बंचेज 14255 : 1995
07	8679107	18-11-2005	मै. वेंकटेश्वर वायर्स C-116 A-1, रोड नं. 8, वि. औ. क्षे. जयपुर	एरियल बंचेज 14255 : 1995
08	8680896	29-11-2005	मै. श्रीकृष्णा वायर एण्ड इलेक्ट्रीकल्स, एफ. 262, रोड नं. 13, वि. औ. क्षे. जयपुर	एसीएसआर 398(Pt.-2) 1996

[सं. सीएमडी 13-11]

एस. एम. भाटिया, उप महानिदेशक (मुहर)

New Delhi, the 15th February, 2006

S. O. 730.—In pursuance of Sub-regulation (5) of regulation 4 of the Bureau of Indian Standards (Certification) Regulation, 1988, the Bureau of Indian Standards, hereby notifies the grant of licence particulars of which are given in the following Schedule :

SCHEDULE

Sl. No.	Licence No. (CM/L)	Operative Date	Name and Address of the Licensee	Article/Process Covered by the licences and the relevant IS: Designation
(1)	(2)	(3)	(4)	(5)
01	8677911	11-11-2005	M/s. Rajasthan Cable & Conductors A-190, Road No. 1-D, V.K.I. Area, Jaipur (Raj.)	Aerial Bunched IS: 14255:1995
02	8677406	09-11-2005	M/s. Balaji Udyog, 285, Malhotra Nagar, Near Road No. 1, V.K.I. Area, Jaipur-13	PVC Insulated Cables IS: 694:1990
03	8676101	02-11-2005	M/s. Harsh Telematics, G-849A, Road No. 14, V.K.I. Area, Jaipur(Raj.)	ACSR IS: 398(Pt.2):1996
04	8676202	02-11-2005	M/s. Power Flex (India) 11, Mahaveer Marg, Ganesh Colony, Amber Road, Jaipur-302002	PVC Insulated Cables IS: 694:1990

(1)	(2)	(3)	(4)	(5)
05	8676303	02-11-2005	M/s Power Flex (India) 11, Mahaveer Marg, Ganesh Colony, Amber Road, Jaipur-302002	PVC Insulated (HD) Cable IS: 1554(Pt. 1):1988
06	8679006	18-11-2005	M/s Anamika Conductors, 4&5, Malviya Industrial Area, Jaipur (Raj.)	Aerial Bunched IS: 14255:1995
07	8679107	18-11-2005	M/s Venkateshwara Wires Pvt. Ltd., C-116(A-1), Road No. 08, V.K.I. Area, Jaipur	Aerial Bunched IS 14255: 1995
08	8680896	29-11-2005	M/s Shri Krishna Wire & Electricals, F-262, Road No. 13, V.K.I. Area, Jaipur (Raj.)	ACSR IS: 398(Pt.2):1996

[No. CMD/13:11]

S. M. BHATIA, Dy. Director General (Marks)

नई दिल्ली, 15 फरवरी, 2006

का.आ. 731.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 6863 : 2005/आईएसओ 2341:1985 शीर्ष वाली क्लेविस पिन (दूसरा पुनरीक्षण)	—	दिसम्बर, 2005
2.	आईएस 7485 (भाग 1):2005/आईएसओ 7046-1:1994 टाईप एच और टाईप जेड प्रकार के अनुप्रस्थ खाँचों सहित चपटे काउंटरसंक शीर्ष वाले पेंच (सामान्य शीर्ष शैली) — उत्पाद ग्रेड ए भाग 1 इस्पात की प्रोपर्टी क्लास 4.8 (दूसरा पुनरीक्षण)	—	नवम्बर, 2005
3.	आईएस 7485 (भाग 2) : 2005/आईएसओ 7046-2 : 1994 टाईप एच और टाईप जेड प्रकार के अनुप्रस्थ खाँचों सहित चपटे काउंटरसंक शीर्ष वाले पेंच (सामान्य शीर्ष शैली) — उत्पाद ग्रेड ए भाग 2 इस्पात की प्रोपर्टी क्लास 8.8, स्टेनलैस स्टील एवं अलौह धातु (दूसरा पुनरीक्षण)	—	नवम्बर, 2005
4.	आईएस 15620: 2005/आईएसओ 4383 : 2000 सादे बेयरिंग—पतली—भित्तिदार सादे बेयरिंग के लिए बहुपरतीय सामग्री	—	नवम्बर, 2005
5.	आईएस 15624 : 2005/आईएसओ 6691 : 2000 सादे बेयरिंग के लिए थर्मोप्लास्टिक पोलिमेर—वर्गीकरण और अभिनाम	—	नवम्बर, 2005
6.	आईएस 15625 : 2005/आईएसओ 12128 : 2001 सादे बेयरिंग—स्नेहन छिद्र, खाँचे और पाकेट-आयाम, टाईप, अभिनाम और बेयरिंग बुश के लिए इनके अनुप्रयोग	—	नवम्बर, 2005
7.	आईएस 15628 : 2005/आईएसओ 4766 : 1983 चपटे सिरे वाले खाँचेदार सैट स्कू	—	दिसम्बर, 2005
8.	आईएस 15629 : 2005/आईएसओ 7434 : 1983 शंकू सिरे वाले खाँचेदार सैट स्कू	—	दिसम्बर, 2005

(1)	(2)	(3)	(4)
9.	आईएस 15630 : 2005/आईएसओ 7435 : 1983 लंबे डॉग सिरे वाले खाँचेदार सैट स्कू	—	दिसम्बर, 2005
10.	आईएस 15631 : 2005/आईएसओ 7436 : 1983 कप आकार के सिरे वाले खाँचेदार सैट स्कू	—	दिसम्बर, 2005

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. पीजीडी/जी-3.5]

राकेश कुमार, निदेशक एवं प्रमुख (पीजीडी)

New Delhi, the 15th February, 2006

S. O. 731.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards, if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 6863 : 2005/ISO 2341 : 1985 Clevis pins with head (Second Revision)	—	December, 2005
2.	IS 7485(Part 1) : 2005/ISO 7046-1 : 1994 Countersunk flat head screws (common head style) with type H or type Z cross recess—Product Grade A Part 1 Steel of property class 4.8 (Second Revision)	—	November, 2005
3.	IS 7485 (Part 2) : 2005/ISO 7046-2 : 1994 Countersunk flat head screws (common head style) with type H or type Z cross recess—Product Grade A Part 2 Steel of property class 8.8, stainless steel and non-ferrous metals (Second Revision)	—	November, 2005
4.	IS 15620 : 2005/ISO 4383 : 2000 Plain bearings—Multilayer materials for thin-walled plain bearings	—	November, 2005
5.	IS 15624 : 2005/ISO 6691 : 2000 Thermoplastic polymers for plain bearings—Classification and Designation	—	November, 2005
6.	IS 15625 : 2005/ISO 12128 : 2001 Plain bearings—Lubrication holes, grooves and pockets—Dimensions, types, designation and their application to bearing bushes	—	November, 2005

(1)	(2)	(3)	(4)
7.	IS 15628 : 2005/ISO 4766 : 1983 Slotted set screws with flat point	—	December, 2005
8.	IS 15629 : 2005/ISO 7434 : 1983 Slotted set screws with cone point	—	December, 2005
9.	IS 15630 : 2005/ISO 7435 : 1983 Slotted set screws with long dog point	—	December, 2005
10.	IS 15631 : 2005/ISO 7436 : 1983 Slotted set screws with cup point	—	December, 2005

Copy of these Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[No. PGD/G-3.5]

RAKESH KUMAR, Director & Head (PGD)

नई दिल्ली, 15 फरवरी, 2006

का. आ. 732.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे विस्थापित हो गए हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	विस्थापित होने की तिथि	टिप्पणी
(1)	(2)	(3)	(4)
1.	आईएस 12461 (Part 1) : 1988 तकनीकी मसौदों का सरलतम प्रस्तुतीकरण— भाग 1 : पूरक ड्राईंग तैयार करने के दिशा निर्देश	31 जनवरी, 2006	आधार मानक डिन 30 : भाग 8 : 1976 का विस्थापित होना

[सं. पीजीडी/जी-3.5]

राकेश कुमार, निदेशक एवं प्रमुख (पीजीडी)

New Delhi, the 15th February, 2006

S. O. 732.— In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed has been cancelled and stands withdrawn :

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	Date of Withdrawn	Remarks
(1)	(2)	(3)	(4)
1.	IS 12461 (Part 1) : 1988 Simplified presentation of technical documents, Part 1 : Guide for preparation of supplementary drawings	31 January, 2006	Base Standard DIN 30 : Part 8 : 1976 has been withdrawn.

[No. PGD/G-3.5]

RAKESH KUMAR, DIRECTOR & Head (PGD)

नई दिल्ली, 17 फरवरी, 2006

का.आ. 733.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिरिक्त भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 15444 (भाग 2): 2005/ आई ई सी 61163-2 (1998) रिलायबिलिटी स्ट्रेस स्क्रीनिंग भाग 2 : इलैक्ट्रॉनिक घटक	—	अक्तूबर 2005
2.	आईएस 12326:2005/आईएसओ/आईईसी 2022:1994/ सूचना प्रौद्योगिकी—अक्षरादि संहिता की संरचना और विस्तार तकनीक (पहला पुनरीक्षण)	—	नवम्बर, 2005
3.	आईएस 15613: 2005/आई ई सी 61713 (2000) सॉफ्टवेयर जीवन चक्रप्रक्रम द्वारा सॉफ्टवेयर डिपेंडेबिलिटी—प्रयोज्य मार्ग दर्शक	—	अक्तूबर 2005
4.	आईएस 14700 (भाग 4/अनुभाग 3) 2005/ आई ई सी 61000-4-3 (2002) विद्युत-चुम्बकीय संगतता (ई एम सी) भाग 4 परीक्षण एवं मापन तकनीकें अनुभाग 3 विकिरण रेडियो आवृत्ति, विद्युत चुम्बकीय प्रतिरक्षा परीक्षण	—	सितम्बर, 2005
5.	आईएस 15474 (भाग 3/अनुभाग 7) 2005/ आई ई सी 60300-3-7 (1999) डिपेंडेबिलिटी प्रबंधन भाग 3 अनुप्रयोग नियामिका अनुभाग 7 इलैक्ट्रॉनिक हार्डवेयर की रिलायबिलिटी स्ट्रेस स्क्रीनिंग	—	दिसम्बर, 2005
6.	आईएस 15474 (भाग 3/अनुभाग 6) 2005/ आई ई सी 60300-3-6 (1999) डिपेंडेबिलिटी प्रबंधन भाग 3 अनुप्रयोग नियामिका अनुभाग 6 डिपेंडेबिलिटी के सॉफ्टवेयर पहलू	—	दिसम्बर, 2005

इन भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110 002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एल टी डी/जी 75]

सुख बोर सिंह, प्रमुख (एल आई टी डी)

New Delhi, the 17th February, 2006

S. O. 733.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :—

SCHEDULE

Sl. No.	No. & Year of the Indian Standards Established	No. & Year of Indian Standards if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 15444 (Part 2) : 2005/IEC 61163-2(1998) Reliability Stress Screening Part 2 : Electronic Components	—	October 2005
2.	IS 12326 : 2005 ISO/IEC 2022 : 1994 Information Technology—Character Code Structure and Extension Techniques (First Revision)	—	November 2005
3.	IS 15613 : 2005/IEC 61713 (2000) Software Dependability through the Software Life-cycle Processes—Application Guide	—	October 2005
4.	IS 14700 (Part 4/Sec 3) : 2005/IEC 61000-4-3(2002) Electromagnetic Compatibility (EMC) Part 4 Testing and Measurement Techniques Section 3 Radiated, Radio-Frequency, Electromagnetic Field Immunity Test	—	September 2005
5.	IS 15474 (Part 3/Sec 7) : 2005/IEC 60300-3-7(1999) Dependability Management Part 3 Application Guide Section 7 Reliability Stress Screening of Electronic Hardware	—	December 2005
6.	IS 15474 (Part 3/Sec 6) : 2005/IEC 60300-3 (1997) Dependability Management Part 3 Application Guide Section 6 Software Aspects of Dependability	—	December 2005

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[No. LTD/G-75]

SUKH BIR SINGH, Head (LITD)

नई दिल्ली, 17 फरवरी, 2006

का.आ. 734.— भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3752 : 2005 एल्कोहलीय पेय— परीक्षण पद्धतियाँ (दूसरा पुनरीक्षण)	आई एस 3752 : 1988 एल्कोहलीय पेय— परीक्षण पद्धतियाँ (पहला पुनरीक्षण)	31 जुलाई, 2005
2.	आईएस 3811 : 2005 एल्कोहलीय पेय— रम-विशिष्ट (तीसरा पुनरीक्षण)	आई एस 3811 : 1988 एल्कोहलीय पेय— रम-विशिष्ट (दूसरा पुनरीक्षण)	31 मई, 2005
3.	आई एस 4100 : 2005 एल्कोहलीय पेय— जिन—विशिष्ट (दूसरा पुनरीक्षण)	आई एस 4100:1988 एल्कोहलीय पेय— जिन—विशिष्ट (पहला पुनरीक्षण)	31 मई, 2005
4.	आई एस 4449 : 2005 एल्कोहलीय पेय— व्हिस्की-विशिष्ट (चौथा पुनरीक्षण)	आई एस 4449 : 1988 एल्कोहलीय पेय— व्हिस्की-विशिष्ट (तीसरा पुनरीक्षण)	30 जून, 2005
5.	आई एस 4450 : 2005 एल्कोहलीय पेय— ब्रांडी-विशिष्ट (तीसरा पुनरीक्षण)	आई एस 4450 : 1988 एल्कोहलीय पेय— ब्रांडी-विशिष्ट (दूसरा पुनरीक्षण)	30 जून, 2005
6.	आई एस 4958 : 2005 फॉसफामिडान, तकनीकी-विशिष्ट (पहला पुनरीक्षण)	आई एस 4958 : 1968 फॉसफामिडान, तकनीकी-विशिष्ट	31 दिसम्बर, 2005
7.	आई एस 5286 : 2005 एल्कोहलीय पेय— बोदका-विशिष्ट (दूसरा पुनरीक्षण)	आई एस 5286 : 1988 एल्कोहलीय पेय— बोदका-विशिष्ट (पहला पुनरीक्षण)	30 जून, 2005
8.	आई एस 5287 : 2005 एल्कोहलीय पेय— देशी शराब (आस्वित)-विशिष्ट (तीसरा पुनरीक्षण)	आई एस 5287 : 1989 एल्कोहलीय पेय— देशी शराब (आस्वित)-विशिष्ट (दूसरा पुनरीक्षण)	31 मई, 2005
9.	आई एस 6177 : 2005 फॉसफामिडॉन विलेय द्रव-विशिष्ट (दूसरा पुनरीक्षण)	आई एस 6177:1981 फॉसफामिडॉन विलेय द्रव-विशिष्ट (पहला पुनरीक्षण)	31 अक्टूबर, 2005
10.	आई एस 7058 : 2005 टेबल वाइन— विशिष्ट (दूसरा पुनरीक्षण)	आई एस 7058 : 1995 टेबल वाइन— विशिष्ट (पहला पुनरीक्षण)	30 जून, 2005
11.	आई एस 8944 : 2005 क्लोरपाइरीफॉस, ई सी-विशिष्ट (पहला पुनरीक्षण)	आई एस 8944 : 1978 क्लोरपाइरीफॉस, ईसी-विशिष्ट	30 नवम्बर, 2005
12.	आई एस 14326 : 2005 काजू फेनी— विशिष्ट (पहला पुनरीक्षण)	आई एस 14326 : 1995 काजू फेनी— विशिष्ट	30 जून, 2005
13.	आई एस 14327 : 2005 नारियल फेनी— विशिष्ट (पहला पुनरीक्षण)	आई एस 14327 : 1995 नारियल फेनी— विशिष्ट	30 जून, 2005
14.	आई एस 14398 : 2005 फोर्टीफाइड वाइन— विशिष्ट (पहला पुनरीक्षण)	आई एस 14398 : 1996 फोर्टीफाइड वाइन-विशिष्ट	30 जून, 2005
15.	आई एस 15588 : 2005 एल्कोहलीय पेय— पीने के लिए तैयार अल्प एल्कोहलीय पेय पदार्थ	—	31 जुलाई, 2005
16.	आई एस 15599 : 2005 क्लोरीमरोन इथाईल वेटेबल पाउडर -विशिष्ट	—	30 नवम्बर, 2005
17.	आई एस 15600 : 2005 साइमोक्सानील, तकनीकी-विशिष्ट	—	30 नवम्बर, 2005
18.	आई एस 15601 : 2005 साइमोक्सानील+ मानकोजेब वेटेबल पाउडर-विशिष्ट,	—	30 नवम्बर, 2005

(1)	(2)	(3)	(4)
19.	आई एस 15602 : 2005 अल्फासाइपरमेथरिन, ईसी-विशिष्ट	—	30 नवम्बर 2005
20.	आई एस 15603 : 2005 अल्फासाइपरमेथरिन, डब्लू. पी.-विशिष्ट	—	31 अक्टूबर, 2005
21.	आई एस 15604 : 2005 मेथोमाईल घुलनशील पाउडर-विशिष्ट	—	30 नवम्बर, 2005
22.	आई एस 15605 : 2005 मेटसुलफरोन मेथाईल वेटेबल पाउडर-विशिष्ट	—	30 नवम्बर, 2005
23.	आई एस 15606 : 2005 इथीऑन + साइपरमेथरिन, ईसी-विशिष्ट	—	30 नवम्बर, 2005
24.	आई एस 15615 : 2005 मेटसलफोरोन मिथाईल, तकनीकी-विशिष्ट	—	30 नवम्बर, 2005
25.	आई एस 15618 : 2005 मेटसलफोरोन मेथाइल+क्लोरीमरोन इथाईल वेटेबल पाउडर-विशिष्ट	—	31 दिसंबर 2005
26.	आई एस 15619 : 2005 क्लोरीमरोन इथाईल, तकनीकी-विशिष्ट	—	31 दिसंबर 2005
27.	आई एस/आई एस ओ 22000 : 2005 खाद्य सुरक्षा प्रबंध पद्धतियाँ-खाद्य श्रृंखला में किसी संगठन हेतु अपेक्षाएँ	—	31 दिसंबर 2005

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एफएडी/जी-128]

श्रीमती मधुलिका प्रकाश, वैज्ञानिक एफ एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 17th February, 2006

S. O. 734.—In pursuance of clause (b) of sub-rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and Year of the Indian Standards Established	No. and Year of Indian Standards if any, superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 3752 : 2005 Alcoholic Drinks—Methods of Test (Second Revision)	IS 3752 : 1988 Alcoholic Drinks—Methods of Test (First Revision)	31 July 2005
2.	IS 3811 : 2005 Alcoholic Drinks—Rum—Specification (Third Revision)	Is 3811 : 1988 Alcoholic Drinks—Rum—Specification (Second Revision)	31 May 2005
3.	IS 4100 : 2005 Alcoholic Drinks—Gin—Specification (Second Revision)	Is 4100 : 1988 Alcoholic Drinks—Gin—Specification (First Revision)	31 May 2005
4.	IS 4449 : 2005 Alcoholic Drinks—Whiskies—Specification (Fourth Revision)	IS 4449 : 1988 Alcoholic Drinks—Whiskies—Specification (Third Revision)	30 June 2005
5.	IS 4450 : 2005 Alcoholic Drinks—Brandies—Specification (Third Revision)	IS 4450 : 1988 Alcoholic Drinks—Brandies—Specification (Second Revision)	30 June 2005
6.	IS 4958 : 2005 Phosphamidon, Technical—Specification First Revision)	IS 4958 : 1968 Phosphamidon, Technical—Specification	31 December 2005

(1)	(2)	(3)	(4)
7.	IS 5286 : 2005 Alcoholic Drinks— Vodka—Specification (Second Revision)	IS 5286 : 1988 Alcoholic Drinks— Vodka—Specification (First Revision)	30 June 2005
8.	IS 5287 : 2005 Alcoholic Drinks— Country Spirit (Distilled)- Specification (Third Revision)	IS 5287 : 1989 Alcoholic Drinks— Country Spirit (Distilled)- Specification (Second Revision)	31 May 2005
9.	IS 6177 : 2005 Phosphamidon Soluble Liquid (SL)—Specification (Second Revision)	IS 6177 : 1981 Phosphamidon Soluble Liquid (SL)—Specification (First Revision)	31 October 2005
10.	IS 7058:2005 Table Wines- Specification (Second Revision)	IS 7058:1995 Table Wines— Specification (First Revision)	30 June 2005
11.	IS 8944 : 2005 Chlorpyrifos, Emulsifiable Concentrates- Specification (First Revision)	IS 8944:1978 Chlorpyrifos, Emulsifiable Concentrates— Specification	30 November 2005
12.	IS 14326 : 2005 Cashew Fenny- Specification (First Revision)	IS 14326:1995 Cashew Fenny— Specification	30 June 2005
13.	IS 14327 : 2005 Coconut Fenny- Specification (First Revision)	IS 14327:1995 Coconut Fenny— Specification	30 June 2005
14.	IS 14398 : 2005 Fortified Wines- Specification (First Revision)	IS 14398:1996 Fortified Wines— Specification	30 June 2005
15.	IS 15588 : 2005 Alcoholic Drinks- Low Alcoholic Beverages	—	31 July 2005
16.	IS 15599 : 2005 Chlorimuron Ethyl Wettable Powder —Specification	—	30 November 2005
17.	IS 15600 : 2005 Cymoxanil, Technical—Specification	—	30 November 2005
18.	IS 15601 : 2005 Cymoxanil+ Mancozeb Wettable Powder— Specification	—	30 November 2005
19.	IS 15602 : 2005 Alphacypermethrin, EC—Specification	—	30 November 2005
20.	IS 15603 : 2005 Alphacypermethrin, WP—Specification	—	31 October 2005
21.	IS 15604 : 2005 Methomyl Soluble Powder—Specification	—	30 November 2005
22.	IS 15605 : 2005 Metsulfuron Methyl Wettable Powder—Specification	—	30 November 2005
23.	IS 15606 : 2005 Ethion+ Cypermethrin, EC—Specification	—	30 November 2005
24.	IS 15615 : 2005 Metsulfuron Methyl, Technical—Specification	—	30 November 2005
25.	IS 15618:2005 Metsulfuron Methyl+ Chlorimuron Methyl Wettable Powder—Specification	—	31 December 2005
26.	IS 15619:2005 Chlorimuron Ethyl, Technical—Specification	—	31 December 2005
27.	IS/ISO 22000:2005 Food Safety Management Systems— Requirements for any organization in the food chain	—	31 December 2005

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[No. FAD/G-128]

Mrs. MADHULIKA PRAKASH, Scientist F & Head (Food & Agri.)

नई दिल्ली, 17 फरवरी, 2006

का.आ. 735.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के संशोधन के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	संशोधन की संख्या और वर्ष	संशोधन के परिचालन में आने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 1515 : 1998 मधुमक्खी पेटिका-विशिष्ट (तीसरा पुनरीक्षण)	संशोधन संख्या 1 वर्ष 2005	31 मई, 2005
2.	आईएस 4307 : 1983 कुक्कुट चारे के लिए मत्स्य मील की विशिष्ट (दूसरा पुनरीक्षण)	संशोधन संख्या 2 वर्ष 2005	31 दिसम्बर, 2005
3.	आईएस 7179 : 1973 पशुओं के लिए कृत्रिम प्रयोज्य प्लास्टिक गर्भाधान पिपेट की विशिष्ट	संशोधन संख्या 1 वर्ष 2005	31 दिसम्बर, 2005
4.	आईएस 8103 : 1976 कृत्रिम गर्भाधान उपकरण की सफाई व निर्जर्मण की संहिता	संशोधन संख्या 1 वर्ष 2005	31 दिसम्बर, 2005
5.	आईएस 11942 : 1986 गौशाला व अन्य संगठित दुग्ध उत्पादकों के लिए अनुशंसाएँ	संशोधन संख्या 1 वर्ष 2005	31 दिसम्बर, 2005
6.	आईएस 14543 : 2004 पैकेजबन्द पेय जल (पैकेजबन्द प्राकृतिक मिनरल जल के अलावा)-विशिष्ट (पहला पुनरीक्षण)	संशोधन संख्या 3 वर्ष 2005	1 फरवरी, 2006

इन भारतीय मानकों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. एफएडी/जी-128]

श्रीमती मधुलिका प्रकाश, वैज्ञानिक एफ एवं प्रमुख (खाद्य एवं कृषि)

New Delhi, the 17th February, 2006

S. O. 735.—In pursuance of clause (b) of sub rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards	No. and year of amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1515 : 1998 Beehives-Specification (Third Revision)	Amendment No. 1 Year 2005	31 May, 2005
2.	IS 4307 : 1983 Specification for fish meal as poultry feed ingredient (Second Revision)	Amendment No. 2 Year 2005	31 December, 2005
3.	IS 7179:1973 Specification for disposable plastic artificial insemination pipettes for cattle	Amendment No. 1 Year 2005	31 December, 2005
4.	IS 8103:1976 Code for cleaning and sterilization of artificial insemination equipment	Amendment No. 1 year 2005	31 December, 2005

(1)	(2)	(3)	(4)
5.	IS 11942:1986 Recommendations for Gaushala and other organized milk producers	Amendment No. 1 Year 2005	31 December, 2005
6.	IS 14543:2004 Packaged drinking water (other than packaged natural mineral water)- Specification (First Revision)	Amendment No. 3 Year 2005	1 February, 2005

Copy of this Standards is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110 002 and Regional Offices: New Delhi, Kolkatta Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[No. FAD/G-128]

Mrs. MADHULIKA PRAKASH, Scientist F & Head (Food & Agri.)

नई दिल्ली, 20 फरवरी, 2006

का.आ. 736.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 1112 (भाग 1) 1989 सामान्य प्रकाश-सेवा के लैम्पों के लिए कांच के खोल भाग 1 60 से 80 मि.मी. व्यास वाले खोल (दूसरा पुनरीक्षण)	संशोधन की संख्या 1, जनवरी, 2006	31 जनवरी, 2006
2.	आई एस 1116 : 1994 हरिकेन लालटेन के लिए कांच के गोलक-विशिष्ट (पहला पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी, 2006
3.	आई एस 2303 (भाग 1/अनुभाग 1) : 1994 क्षारीयता के लिए कांच का ग्रेड निर्धारण भाग 1 जलीय-प्रतिरोध अनुभाग 1 98° से 0 पर कांच के कणों का जलीय प्रतिरोध-परीक्षण पद्धति और वर्गीकरण (पहला पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी, 2006
4.	आई एस 2303 (भाग 1/अनुभाग 2) : 1994 क्षारीयता के लिए कांच का ग्रेड निर्धारण भाग 1 जलीय-प्रतिरोध अनुभाग 2 121° से 0 पर कांच के कणों का जलीय प्रतिरोध-परीक्षण पद्धति और वर्गीकरण (पहला पुनरीक्षण)	संशोधन की संख्या 1, जनवरी, 2006	31 जनवरी, 2006
5.	आई एस 2303 (भाग 2) : 1994 क्षारीयता के लिए कांच का ग्रेड निर्धारण भाग 2 कांच के बर्तन का जलीय प्रतिरोध (पहला पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006
6.	आई एस 2620 : 1963 आसकन फ्लास्क की विशिष्टि	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006

(1)	(2)	(3)	(4)
7.	आई एस 3702 : 1989 निर्वात फ्लास्क के रीफिल-विशिष्ट (दूसरा पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006
8.	आई एस 5437 : 1994 उत्कीर्ण-चित्रित, बेल्लित तथा तार युक्त कांच- विशिष्ट (पहला पुनरीक्षण)	संशोधन की संख्या 2, जनवरी 2006	31 जनवरी 2006
9.	आई एस 5984 : 1999 लघु लैम्पों के ग्लास खोल-विशिष्ट (पहला पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006
10.	आई एस 6052 : 1988 कांच संघनित्र की विशिष्ट (प्रथम पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006
11.	आई एस 8897 - 1978 अंशशोधन की सारणियां और आयतनी कांच आधानों के सत्यापन की पद्धति	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006
12.	आई एस 9781 : 1989 जैम, जैली और मार्मलेडों के लिए कांच के जार- विशिष्ट (पहला पुनरीक्षण)	संशोधन की संख्या 1, जनवरी 2006	31 जनवरी 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 10/टी 1116]

डॉ. यू.सी. श्रीवास्तव, वैज्ञानिक-ई. निदेशक एवं प्रमुख (रसायन)

New Delhi, the 20th February, 2006

S. O. 736.—In pursuance of clause (b) of sub rule (1) of Rules (1) of Rules (7) of Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No. and title of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 1112 (Part 1) : 1989 Glass shells for general lighting service lamps—Specification Part 1 60 to 80 mm Shell Diameter (Second Revision)	Amendment No. 1, January 2006	31 January 2006
2.	IS 1116 : 1994 Glass globes for hurricane lanterns—Specification (First Revision)	Amendment No. 1, January 2006	31 January 2006

(1)	(2)	(3)	(4)
3.	IS 2303 (Part 1/Sec. 1) : 1994 Grading glass for alkalinity Part 1 Hydrolytic resistance Section 1 Hydrolytic resistance of glass grains at 98°C—Method of test and classification (First Revision)	Amendment No. 1, January 2006	31 January 2006
4.	IS 2303 (Part 1/Sec 2) : 1994 Grading glass for alkalinity Part 1 Hydrolytic resistance Section 2 Hydrolytic resistance of glass grains at 121°C—Method of test and classification (First Revision)	Amendment No. 1, January 2006	31 January 2006
5.	IS 2303 (Part 2) : 1994 Grading glass for alkalinity Part 2 Hydrolytic resistance of glass containers (First Revision)	Amendment No. 1, January 2006	31 January 2006
6.	IS 2620 : 1963 Specification for distilling flasks	Amendment No. 1, January 2006	31 January 2006
7.	IS 3702 : 1989 Refills for vacuum flasks— Specification (Second Revision)	Amendment No. 1, January 2006	31 January 2006
8.	IS 5437 : 1994 Figured, rolled and wired glass— Specification (First Revision)	Amendment No. 2, January 2006	31 January 2006
9.	IS 5984 : 1999 Glass shells for miniature lamps— Specification (First Revision)	Amendment No. 1, January 2006	31 January 2006
10.	IS 6052 : 1988 Specification for glass condensers (First Revision)	Amendment No. 1, January 2006	31 January 2006
11.	IS 8897 : 1978 Tables for calibration and method of verification of volumetric glassware	Amendment No. 1, January 2006	31 January 2006
12.	IS 9781 : 1989 Glass jars for jams, Jellies and marmalades—Specification (First Revision)	Amendment No. 1, January 2006	31 January 2006

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune and Thiruvananthapuram.

[No. CHD 10/T-1116]

Dr. U.C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

नई दिल्ली, 20 फरवरी, 2006

का.आ. 737.— भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उप नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिए गए मानक (को) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक की संख्या और वर्ष	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आईएस 3972 (भाग 1/अनुभाग 1) : 1982 काँच इनेमल माण्ड के परीक्षण की पद्धतियां भाग 1 परीक्षण के लिए नमूनों का उत्पादन अनुभाग 1 इनेमलित शीट इस्पात (प्रथम पुनरीक्षण)	संशोधन की संख्या 1, जनवरी, 2006	31 जनवरी 2006
2.	आईएस 3972 (भाग 1/अनुभाग 2) : 1982 काँच इनेमल माण्ड के परीक्षण की पद्धतियां भाग 1 परीक्षण के लिए नमूनों का उत्पादन अनुभाग 2 इनेमलित ढलवा लोहा (प्रथम पुनरीक्षण)	संशोधन की संख्या 2, फरवरी, 2006	28 फरवरी 2006
3.	आईएस 3972 (भाग 2/अनुभाग 3) : 1988 काँच इनेमल माण्ड के परीक्षण की पद्धतियां भाग 2 परीक्षण पद्धतियां अनुभाग 3 उबलते पानी एवं जल वाष्प से प्रतिशोधिता (प्रथम पुनरीक्षण)	संशोधन की संख्या 1, जनवरी, 2006	31 जनवरी 2006
4.	आईएस 3972 (भाग 2/अनुभाग 5) : 1988 काँच इनेमल माण्ड के परीक्षण की पद्धतियां भाग 2 परीक्षण पद्धतियां अनुभाग 5 तप्त अल्केली क्षार (सोडियम हाइड्रोक्साइड) से प्रतिशोधिता (प्रथम पुनरीक्षण)	संशोधन की संख्या 1, फरवरी, 2006	28 फरवरी 2006
5.	आईएस 3972 (भाग 2/अनुभाग 9) : 1991 काँच इनेमल माण्ड के परीक्षण की पद्धतियां भाग 2 परीक्षण पद्धतियां अनुभाग 9 तनु सल्फयूरिक अम्ल से प्रतिशोधिता (प्रथम पुनरीक्षण)	संशोधन की संख्या 1, फरवरी, 2006	28 फरवरी 2006
6.	आईएस 7775 : 1975 सिरेमिक ग्राइडिंग मोडिया एवं लाइनिंग	संशोधन की संख्या 1, जनवरी, 2006	31 जनवरी 2006

इन संशोधनों की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों: नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[सं. सी एच डी 9/टी 7775]

डॉ. यू. सी. श्रीवास्तव, वैज्ञानिक-ई. निदेशक एवं प्रमुख (रसायन)

New Delhi, the 20th February, 2006

S. O. 737.—In pursuance of clause (b) of sub rule (1) of Rules (1) of Rules (7) of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which given in the Schedule hereto annexed have been issued:

SCHEDULE

Sl. No.	No. and title of the Indian Standards	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 3972 (Part 1/Sec 1) : 1982 Methods of test for vitreous enamelware Part 1 Production of specimens for testing Section 1 Enamelled sheet steel (First Revision)	Amendment No. 1, January 2006	31 January 2006
2.	IS 3972 (Part 1/Sec 2) : 1982 Methods of test for vitreous enamelware Part 1 Production of specimens for testing Section 2 Enamelled cast iron (First Revision)	Amendment No. 2, February 2006	28 February 2006
3.	IS 3972 (Part 2/Sec 3) : 1988 Methods of test for vitreous enamelware Part 2 Test methods Section 3 Resistance to boiling water and water vapour (First Revision)	Amendment No. 1, January 2006	31 January 2006
4.	IS 3972 (Part 2/Sec 5) : 1988 Methods of test for vitreous enamelware Part 2 Test methods Section 5 Resistance to hot alkali (Sodium hydroxide) (First Revision)	Amendment No. 1, February 2006	28 February 2006
5.	IS 3972 (Part 2/Sec 9) : 1991 Method of test for vitreous enamelware Part 2 Test methods Section 9 Resistance to dilute sulphuric acid (First Revision)	Amendment No. 1, February 2006	28 February 2006
6.	IS 7775 : 1975 Specification for ceramic grinding media and lining	Amendment No. 1, January 2006	31 January 2006

Copy to these Standards are available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices: New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneswar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, and Thiruvananthapuram.

[No. CHD 9/T-7775]

Dr. U.C. SRIVASTAVA, Scientist-E, Director & Head (Chemical)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 20 फरवरी, 2006

का. आ. 738.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मध्य प्रदेश में भामल्या (इन्दौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में, जो इससे उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिये उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री दीपक नन्दी, सक्षम प्राधिकारी, मुम्बई-मांगल्या पाइपलाइन विस्तार परियोजना, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड, बी-105, इन्द्र विहार, तलवंडी, कोटा - 324005 (राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : केशवरायपाटन		जिला : बुन्दी	राज्य : राजस्थान
क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	बालापुरा	46	0.0150
		47	0.0150
		48	0.0450

[फा. सं. आर-31015/9/2004-ओ.आर.-II]

हरीश कुमार, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 20th February, 2006

S. O. 738.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Manglya (Indore) terminal in the State of Madhya Pradesh, an extension pipeline to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi should be laid by Bharat Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein:

Any person, interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Deepak Nandi, Competent Authority, Mumbai-Manglya Pipeline Extension Project, Bharat Petroleum Corporation Limited, B-105, Indravihar, Talwandi, Kota-324005 (Rajasthan).

SCHEDULE

TEHSIL : KESHAVRAI PATAN		DISTRICT: BUNDI	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BALAPURA	46	0.0150
		47	0.0150
		48	0.0450

[No. R-31015/9/2004-O.R.-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 23 फरवरी, 2006

का. आ. 739.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3322 तारीख 15 सितम्बर, 2005, जो भारत के राजपत्र तारीख 17 सितम्बर, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 22 अक्टूबर, 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : खानपुर

जिला : झालावाड़

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	समदखेड़ी	17	0.0220
		23	0.1100
		22	0.0870
		19	0.0040
		20	0.3250
		30	0.0150
		4	0.3450
		6	0.4470

[फा. सं. आर-31015/75/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 23rd February, 2006

S.O. 739.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.3322, dated the 15th September, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 17th September, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 22 October, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : KHANPUR		DISTRICT : JHALAWAR	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	SAMADKHEDI	17	0.0220
		23	0.1100
		22	0.0870
		19	0.0040
		20	0.3250
		30	0.0150
		4	0.3450
		6	0.4470

[No. R-31015/75/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 23 फरवरी, 2006

का. आ. 740.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 429 तारीख 01 फरवरी, 2005, जो भारत के राजपत्र तारीख 5 फरवरी 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 22 अक्टूबर 2005 को उपलब्ध करा दी गई थीं ;

और राक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : खानपुर

जिला : झालावाड

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	बोरदा	140	0.3240
		142	0.0194
		150	0.1800
		152	0.0216
		160	0.0161
		163	0.0166
		159	0.0288
		157	0.3168
		177	0.1872
		195	0.2736
		193	0.4248
		190	0.1368
2	पनवाड	90	0.0289
		91	0.1808
		89	0.0405
		87	0.0383
		86	0.0792
		8	0.0144
		11	0.3850
		13	0.1296
		14	0.1172
		17	0.1325
		18	0.1440
		22	0.2160
		24	0.1278
		39	0.0545
		43	0.1440
		44	0.0173
		45	0.0864
		58	0.6408
		66	0.1728
		67	0.1263
		68	0.1083
		70	0.1440
		71	0.1008
		72	0.1383

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
2	पनवाड (जारी.....)	74	0.2520
		240	0.2520
		242	0.1944
		235	0.0144
		185	0.0720
		297	0.1296
		352	0.0139
		372	0.3498
3	उम्मेदपुरा	203	0.1500
		204	0.0288
4	लायफल	123	0.0015

[फा. सं. आर-31015/75/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 23rd February, 2006

S.O. 740.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.429, dated the 1 February, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 5th February, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 22nd October, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : KHANPUR		DISTRICT : JHALAWAR		STATE : RAJASTHAN	
S.No.	NAME OF VILLAGE	SURVEY NO.		AREA IN HECTARE	
1	2	3		4	
1	BORDA	140		0.3240	
		142		0.0194	
		150		0.1800	
		152		0.0216	
		160		0.0161	
		163		0.0166	
		159		0.0288	
		157		0.3168	
		177		0.1872	
		195		0.2736	
		193		0.4248	
		190		0.1368	
2	PANWAD	90		0.0289	
		91		0.1808	
		89		0.0405	
		87		0.0383	
		86		0.0792	
		8		0.0144	
		11		0.3850	
		13		0.1296	
		14		0.1172	
		17		0.1325	
		18		0.1440	
		22		0.2160	
		24		0.1278	
		39		0.0545	
		43		0.1440	
		44		0.0173	
		45		0.0864	
		58		0.6408	
		66		0.1728	
		67		0.1263	
		68		0.1083	
		70		0.1440	
		71		0.1008	
		72		0.1383	

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
2	PANWAD (Contd....)	74	0.2520
		240	0.2520
		242	0.1944
		235	0.0144
		185	0.0720
		297	0.1296
		352	0.0139
		372	0.3498
3	UMMEDPURA	203	0.1500
		204	0.0288
4	LAIFAL	123	0.0015

[No. R-31015/75/2004-O.R.-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 23 फरवरी, 2006

का.आ. 741.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 3321 तारीख 15 सितम्बर, 2005, जो भारत के राजपत्र तारीख 17 सितम्बर, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कारपोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 22 अक्टूबर 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि-पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कारपोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : खानपुर

जिला : झालावाड़

राज्य : राजस्थान

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	बोरदा	139	0.0144
		142	0.0742
		143	0.0216
		149	0.1800
		160	0.0199
		163	0.1274
		158	0.0144
		178	0.2376
		200	0.0216
2	चोत्सला	195	0.6000
		194	0.7200
3	पनवाड़	91	0.0432
		87	0.0127
		86	0.0258
		22	0.1070
		44	0.0277
		45	0.0486
		58	0.0442
		71	0.0362
		237	0.0216
		236	0.0432
		298	0.1440
		297	0.0324
		352	0.0077
		372	0.0446
		348	0.0020
4	उम्मेदपुरा	144	0.0430
		114	0.0040
		145	0.0290
		146	0.0290
		115	0.3100
		118	0.2900
		124	0.1730
		123/206	0.0360
		125	0.2160
		134	0.1160
		137	0.1000
		133	0.0040

क्र०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
4	उम्मेदपुरा (जारी....)	138	0.0720
		34	0.0150
		36	0.1000
		35	0.0150
		9	0.0720
		10	0.3680
		11	0.1450
		8	0.1300
		5	0.5050
		2	0.0220
5	हीचर	80/398	0.0072
		275	0.0216
		277	0.1944
		278	0.1957
6	लायफल	132/881	0.1184
		123	0.0273
7	बांगोद	128/269	0.1526
		14	0.0216
		90/292	0.1920
		90/293	0.1920
8	जीरापुर	334	0.0375

[फा. सं. आर-31015/75/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New-Delhi, the 23rd February, 2006

S. O. 741.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.3321, dated the 15th September, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 17th September, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 22nd October, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : KHANPUR		DISTRICT : JHALAWAR	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	BORDA	139	0.0144
		142	0.0742
		143	0.0216
		149	0.1800
		160	0.0199
		163	0.1274
		158	0.0144
		178	0.2376
		200	0.0216
		195	0.6000
2	CHOSLA	194	0.7200
		91	0.0432
3	PANWAD	87	0.0127
		86	0.0258
		22	0.1070
		44	0.0277
		45	0.0486
		58	0.0442
		71	0.0362
		237	0.0216
		236	0.0432
		298	0.1440
		297	0.0324
		352	0.0077
		372	0.0446
4	UMMEDPURA	348	0.0020
		144	0.0430
		114	0.0040
		145	0.0290
		146	0.0290
		115	0.3100

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
4	UMMEDPURA (Contd....)	118	0.2900
		124	0.1730
		123/206	0.0360
		125	0.2160
		134	0.1160
		137	0.1000
		133	0.0040
		138	0.0720
		34	0.0150
		36	0.1000
		35	0.0150
		9	0.0720
		10	0.3680
		11	0.1450
		8	0.1300
		5	0.5050
		2	0.0220
5	HICHAR	80/398	0.0072
		275	0.0216
		277	0.1944
		278	0.1957
6	LAIFAL	132/881	0.1184
		123	0.0273
7	BAGOD	128/269	0.1526
		14	0.0216
		90/292	0.1920
		90/293	0.1920
8	JIRAPUR	334	0.0375

[No. R-31015/75/2004-O.R.-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 24 फरवरी, 2006

का. आ. 742.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2857 तारीख 10 अगस्त, 2005, जो भारत के राजपत्र तारीख 13 अगस्त, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 1 अक्टूबर, 2005 को उपलब्ध करा दी गई थी ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात् और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : रूपबास

जिला : मरठपुर

राज्य : राजस्थान

क्र०सं०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
1	शहना	840	0.0636
2	जयचौली	166	0.0130
		320	0.0920
		262	0.0020
		265	0.0020
		164	0.0020
		208	0.0020
		248	0.0112
3	पना	1079	0.0290
		1077	0.0072
		1076	0.1700
		1073	0.0144
		1072	0.1303
		1067	0.0652
		1066	0.0020
		1071	0.0072
		1068	0.0652
4	तेहरा ब्रह्मण	569	0.0115
		534	0.0181
		535	0.0144
		470	0.0243
		471	0.0338
		466	0.0186
		455	0.0249
		456	0.0094
		454/1	0.0580

क्र०सं०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हैक्टेयर में
1	2	3	4
5	कुन्देर	433	0.0339
		1120/435, 437, 438	0.0652
		1129/438	0.0072
		1118/439	0.0652
		1117/439	0.0290
		440	0.0580
6	अंधियारी	1369	0.0203
		1366	0.0270
		900	0.0149
		901	0.0052
		1405	0.0060
7	नेकपुर	382	0.0075
		422	0.0267
		357	0.0040
		334	0.0290
		454	0.1666
8	कैमासी	199	0.0059
		85	0.1032
9	रहीमपुर	158	0.4207
		215	0.2574
		222	0.0248
		212	0.0870
10	शेरी कलों	272	0.1159
		273	0.1159
11	तुहिया पट्टी	524	0.0273
		522	0.0050
		527	0.0050

[फा. सं. आर-31015/86/2004-ओ.आर II]

हरीश कुमार, अवर सचिव

New Delhi, the 24th February, 2006

S. O. 742.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2857, dated the 10th August, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 13th August, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 1st October, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : ROOPBAS		DISTRICT : BHARATPUR	STATE : RAJASTHAN
S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	SHAHNA	840	0.0636
2	JAICHAULI	166	0.0130
		320	0.0920
		262	0.0020
		265	0.0020
		164	0.0020
		208	0.0020
		248	0.0112
3	PANA	1079	0.0290
		1077	0.0072
		1076	0.1700
		1073	0.0144
		1072	0.1303
		1067	0.0652
		1066	0.0020
		1071	0.0072
		1068	0.0652
4	TEHRA BRAHMAN	569	0.0115
		534	0.0181
		535	0.0144
		470	0.0243
		471	0.0338
		466	0.0186
		455	0.0249
		456	0.0094
		454/1	0.0580
5	KUNDER	433	0.0339
		1120/435, 437, 438	0.0652
		1129/438	0.0072
		1118/439	0.0652
		1117/439	0.0290
		440	0.0580

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
6	ANDHIYARI	1369	0.0203
		1368	0.0270
		900	0.0149
		901	0.0052
		1405	0.0060
7	NEKPUR	382	0.0075
		422	0.0267
		357	0.0040
		334	0.0290
		454	0.1666
8	KAIMASI	199	0.0059
		85	0.1032
9	RAHIMPUR	158	0.4207
		215	0.2574
		222	0.0248
		212	0.0870
10	SHERI KALAN	272	0.1159
		273	0.1159
11	TUHIYA PATTI	524	0.0273
		522	0.0050
		527	0.0050

[No. R-31015/86/2004-O.R.-II]

HARISH KUMAR, Under Secy.

नई दिल्ली, 24 फरवरी, 2006

का. आ. 743.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962. (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का.आ. 2855 तारीख 10 अगस्त, 2005, जो भारत के राजपत्र तारीख 13 अगस्त, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में मध्यप्रदेश राज्य में मांगल्या (इंदौर) संस्थापन से हरियाणा राज्य में पियाला तथा दिल्ली राष्ट्रीय राजधानी क्षेत्र में बिजवासन तक पेट्रोलियम उत्पादों के परिवहन के लिए मुंबई-मांगल्या पाइपलाइन विस्तार परियोजना के माध्यम से भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक विस्तार पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 29 सितंबर, 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 8 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिये अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख को केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, भारत पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा ।

अनुसूची

तहसील : रूपबास

जिला : भरतपुर

राज्य : राजस्थान

क्र०सं०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	ककरोआ	70	0.1158
		572/69	0.0652
		68	0.0435
		66	0.0652
		64	0.0941
		56	0.1014
		564/57	0.1014
		566/57	0.0725
		567/58	0.0149
		47	0.0214
		43	0.0797
		42	0.0301
		41	0.0363
		40	0.0192
		39	0.0040
		94	0.0363
		185	0.0221
		204	0.0507
		224	0.0652
		223	0.0345
		225	0.0216
		222	0.0941
		221	0.0197
		240	0.0725
		239	0.0144
		238	0.0080

क्र०स०	ग्राम का नाम	सर्वे नंबर	क्षेत्रफल हेक्टेयर में
1	2	3	4
1	ककरौआ (जारी.....)	241	0.0320
		242	0.0580
		244	0.1086
		243	0.0040

[फा. सं. आर-31015/86/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 24th February, 2006

S. O. 743.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O.2855, dated the 10th August, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 13th August, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Manglya Pipeline Extension Project from Manglya (Indore) terminal in the State of Madhya Pradesh to Piyala in the State of Haryana and Bijwasan in the NCT of Delhi by Bharat Petroleum Corporation Limited ;

And whereas the copies of the said Gazette notification were made available to the public on the 29th September, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule , appended to this notification , is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Bharat Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

TEHSIL : ROOPBAS DISTRICT : BHARATPUR STATE : RAJASTHAN

S.No.	NAME OF VILLAGE	SURVEY NO.	AREA IN HECTARE
1	2	3	4
1	KAKROUA	70	0.1158
		572/69	0.0652
		68	0.0435
		66	0.0652
		64	0.0941
		56	0.1014
		564/57	0.1014
		566/57	0.0725
		567/58	0.0149
		47	0.0214
		43	0.0797
		42	0.0301
		41	0.0363
		40	0.0192
		39	0.0040
		94	0.0363
		185	0.0221
		204	0.0507
		224	0.0652
		223	0.0345
		225	0.0216
		222	0.0941
		221	0.0197
		240	0.0725
		239	0.0144
		238	0.0080
		241	0.0320
		242	0.0580
		244	0.1086
		243	0.0040

[No. R-31015/86/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 24 फरवरी, 2006

का. आ. 744.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 2135 तारीख 13 जून, 2005, जो भारत के राजपत्र तारीख 18 जून, 2005 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोनी (पुणे) से पकनी (सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए मुम्बई-पुणे पाइपलाइन विस्तार परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;
और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 17 अक्टूबर, 2005 को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन, केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाए ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विल्लंगमों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा।

अनुसूची							
तालुका : उ. सोलापुर			जिला : सोलापुर		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड संख्या	क्षेत्रफल		
1	2	3	4	5	हेक्टर	एयर	वर्ग मीटर
1	पकणी		54		00	08	82
			58		00	16	02
			39		00	10	32
			104		00	00	84
			107		00	06	78
			132		00	09	05
			131		00	04	46
			137		00	13	14
			141		00	07	05
			142		00	01	96
			146		00	06	06
			162		00	05	25
कुल					00	89	75

[फा. सं. आर-31015/33/2004-ओ.आर. II]

हरीश कुमार, अवर सचिव

New Delhi, the 24th February, 2006

S.O. 744.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2135, dated the 13th June, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 18th June, 2005, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying an extension pipeline for transportation of petroleum products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) via Hazarwadi in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas the copies of the said Gazette notification were made available to the public on the 17th October, 2005;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule, appended to this notification, is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of the publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : N. SOLAPUR			District : SOLAPUR		State : MAHARASHTRA		
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	PAKNI		54		00	08	82
			58		00	16	02
			39		00	10	32
			104		00	00	84
			107		00	06	78
			132		00	09	05
			131		00	04	46
			137		00	13	14
			141		00	07	05
			142		00	01	96
			146		00	06	06
			162		00	05	25
Total					00	89	75

[No. R-31015/33/2004-O.R.-III]

HARISH KUMAR, Under Secy

श्रम मंत्रालय

नई दिल्ली, 25 जनवरी, 2006

का. आ. 745.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन रिफ़ायनरी एम्प्लोईज़ केन्टीन को-आप सोसाइटी के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, इरनाकुलम के पंचाट (संदर्भ संख्या 2/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-01-2006 को प्राप्त हुआ था।

[सं. एल-30011/21/2005-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 25th January, 2006

S.O. 745.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 2/2005) of the Cent. Govt. Industrial Tribunal-cum-labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Cochin Refinery Employees Canteen Co-op Society and their workmen, received by the Central Government on 25-1-2006.

[No. L-30011/21/2005-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE**IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM****PRESENT**

Shri P.L. Norbert, B.A., LL.B, Presiding Officer

(Friday the 13th day of January, 2006/23rd Pausa, 1927)

I.D. 2 of 2005**Workmen :**

Represented by the General Secretary,
Cochin Refinery Employees Canteen Co-operative
Society, Canteen Employees Union
Ambalamugal-682 302
Kerala

By Advocate Shri C. Anil Kumar

Management :

The President,
Cochin Refinery Employees Canteen
Co-operative Society
Ambalamugal-682 302
Kerala

By Advocate Shri Paulson C. Varghese

AWARD

This is a reference made by Central Government under Section 10 (1) (d) and (2A) of Industrial Disputes Act, 1947 to this court for adjudication. On notice both sides entered appearance and filed their pleas.

2. According to the claimant Shri Alexander Itoop, he was a canteen boy of Cochin Refinery Employees' Canteen cooperative Society since 22-1-1990. On 20-9-2001 he reported for duty at 5:45 A.M. He requested the chargeman to grant him half-day's leave on 20-9-2001 for the purpose of executing certain documents urgently on that date. At 8.45 a.m. he approached the canteen manager with the same request. The workman had 3 day's leave to his credit at that time. However, without sufficient reason the leave was declined. However, to some other persons half day leave was granted. Since the workman was not in a position to postpone the execution of documents he was forced to leave the workplace without getting the leave sanctioned. On 21-9-2001 he was served with a show-cause notice. He submitted a detailed explanation. But without considering the explanation in the right perspective he was charge-sheeted and a domestic enquiry was ordered. The enquiry was conducted violating the principles of natural justice and fairness. The request of workman to be defended by a lawyer was turned down by the Enquiry Officer. He was denied proper opportunity to defend the charges. The evidence adduce by him was not properly considered by the Enquiry Officer. Ultimately, he was found guilty of the charges levelled against him. The management thereafter imposed a punishment of 3 days suspension as per order dated 31-5-2002. The punishment is illegal, unwarranted and unsustainable. Hence the order of punishment has to be set aside and the findings of Enquiry Officer justifying denial of half-day's leave by management is also to be set aside.

3. The management contends in their written statement that the dispute is not maintainable. The workman was served with a show-cause Notice for leaving the workplace at 9:45 A.M. without permission of the management. The explanation of the workman was not satisfactory. Hence a charge-sheet was issued to him and an enquiry was conducted. The workman was given permission for taking assistance of a co-worker of his choice. The proceedings of enquiry were conducted strictly in compliance with principles of natural justice. Both sides were given ample opportunity to adduce evidence and cross-examine witnesses. Both sides adduced oral and documentary evidence. The workman was found guilty of misconduct. He was given another show-cause notice before imposing punishment. He submitted written explanation. The explanation was not satisfactory. Hence a punishment of 3 days suspension was imposed. The workman has a bad past record of service. He was punished on a previous occasion for serious misconduct by withholding 3 annual increments with cumulative effect. The punishment imposed in this case by the management is proper, legal and justifiable.

4. The workman filed rejoinder challenging the statements of the management in the written statement. He contends that there is no violation of any of the clauses of Model Standing Orders of the company. There was sufficient reason for him to leave the workplace without obtaining prior permission from his superiors. The management has misused their administrative power to deny leave to him. The findings of Enquiry Officer are

perverse. He has challenged the earlier punishment and an industrial dispute is pending in the Labour Court.

5 In the light of the above pleadings, the points that arise for consideration are:—

(i) Whether the action of the management in suspending the workman from work for 3 days is proper?

(ii) Whether the management is justified in denying half-day casual leave to the workman?

6 Points (i) and (ii) :

The dispute referred is :—

“Whether the action of the management of Cochin Refinery Employee's Canteen Coop. Society in denying half days casual leave and imposing 3 days suspension in respect of Sh. Alexander Itoop is correct or not? If not, to what relief the workman is entitled?”

Though the parties entered appearance on 2-9-2005 the management failed to produce domestic enquiry file and necessary documents. Even though enough opportunities were given to both sides, when the case was posted today with an order no further time for evidence, both parties were absent and their counsel pleaded for time. No documents are produced. Despite repeated postings no oral evidence is adduced by both sides. The claimant himself is absent. No affidavit in lieu of chief examination is also filed. There are no materials before this court to arrive at any conclusion. Plea is not proof. Though the plea of the claimant is that the domestic enquiry was conducted without complying with the principles of natural justice and the findings are perverse, he has not mounted the box to swear to his claim and challenge the contentions of management. At the same time, his own plea in the Claim Statement paragraph 4 and Rejoinder paragraph 4 again, contain admission that without permission from the superiors he had left the workplace on 20-9-2001 at 9.45 A.M. Whatever be the necessity his action of leaving the workplace without permission of the management, cannot be justified. The case of the workman that the enquiry was not conducted fairly is denied by the management in their written statement stating that the workman was given ample opportunity to adduce evidence and cross-examine witnesses of the management. Two witnesses were examined and two documents were produced on the sides of the workman and 2 witnesses were examined and 4 documents were produced by the management before the Enquiry Officer. The witnesses on the side of the management were cross-examined by the workman. A lenient view was taken by the management in the matter of punishment. The fact that evidence was adduced on the side of the workman in the domestic enquiry, is not denied in the rejoinder. That means he was given sufficient opportunity by the Enquiry Officer to put forward his case and challenge the allegations of management. He was given another show-cause notice before punishment was imposed. I am not able to find from the pleadings (which alone is available in Court) that there was denial of any opportunity or violation of principles of natural justice in the domestic enquiry proceedings. Therefore, interference in the findings of the Enquiry Officer is uncalled for.

7. Suspension is normally not a punishment. It is ordered usually before enquiry in order to avoid tampering with the evidence by the delinquent and giving sufficient time to the delinquent to prepare for the domestic enquiry. The Model Standing Orders of the Company is not produced by the management to know whether any of the clauses therein describes suspension as a punishment. Assuming it is a punishment as per Model Standing Orders, still there are no materials before this court to say that the punishment was unwarranted. In the light of the reasons stated above, I find the points against the workman.

8 In the result, an award is passed rejecting the claim of the workman and upholding the action of management. The parties are directed to suffer their respective costs. The award will take effect one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 13th day of January, 2006.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 25 जनवरी, 2006

का. आ. 746.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. मैसूर मिनरल्स लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बेंगलूर के पंचाट (संदर्भ संख्या 36/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-01-2006 को प्राप्त हुआ था।

[सं. एल-29012/39/2004-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 25th January, 2006

S.O. 746.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 36/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of Mysore Minerals Ltd., and their workman, received by the Central Government on 25-1-2006.

[No. L-29012/39/2004-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM-LABOUR COURT BANGALORE

Dated : 4th January, 2006

PRESENT

Shri A.R. Siddiqui, Presiding Officer

C.R. No. 36/04

I Party

Smt. Honamma
D/o Shri Honnegowda,
Kembal Post,
Channarayapatna Thaluk,
Hassan District (KN),
HASSAN

II Party

The Managing Director,
Mysore Minerals Ltd.,
No. 39, M.G. Road,
Bangalore (KN),
Bangalore.

AWARD

1. The Cental Government by exercising the powers conferred by clause (d) of sub-section 2A of the Section 10 of the Industrial Disputes Act, 1947 has referred this dispute *vide* order. No. L-29012/39/2004-IR (M) dated 4th June 2004 for adjudication on the following schedule :

SCHEDULE

“ Whether the management of M/s. Mysore Minerals Ltd., is justified in terminating the services/premature superannuating the services of Smt. Honamma w.e.f. 29-7-1998? If not, to what relief the workman concerned in entitled?”

2. The case of the first party, relevant for the purpose, as made out in the Claim Statement, is that she joined the services of the Second Party Management in the year 1981 and while joining the duty she had furnished her age as 20 years and her date of birth as 1-5-1961 as per the horoscope maintained by her parents as per the family custom and usage. This was accepted by the management and its Mines Manager entered it in the Service Register and other Statutory records under the provisions of Employees Provident Fund Scheme 1952 and ‘B’ Register under Rule 48 (3) 5177 and 77 A(2) of the Mines Rules, 1952. Therefore, she was entitled to be continued in service up to reaching the age of superannuation i.e. 58 years of age based on her date of birth as 1-5-1961; that when the matter stood thus, on 29-7-1998 after the expiry of working hours, officials of the mines asked the first party to stop coming to work and removed her name from muster roll after the working hours on 29-7-1998. Therefore, the action of the management in not allowing the first party to continue in service on the ground that she reached superannuation age of 58 years as per so called report of medical examiner stating that she appeared to be 58 years of age as on 29-7-1998 is illegal and untenable; that the other co-workers have also challenged their premature retirement on the alleged medical examination before the Hon’ble High Court by filing the Writ Petition No. 5615/2001 and it was allowed on 29-3-2001 quashing the orders of the management in retiring them prematurely on the basis of medical examination report. The Writ Appeal filed by the management in WA No. 3460/2001 C/w WA No. 3459/2001 came to be rejected on 12-6-01 confirming the single judge order passed in the said writ petition. In the result the management reinstated the premature retired employees with payment of backwages and continuity of service etc; that the management adopted unfair labour practice by removing the workers en-masse by way of conducting so called medical examination during the year 1998 colliding with the medical examiner and declared some mining workers as unfit on medical grounds and some workers including the

first party as over aged though correct age has been maintained in the statutory and service records and though the first party was entitled to work up to 2019 as per the age given by her; that the so called medical examination was also conducted not by a Doctor of a rank of Assistant Civil Surgeon as defined in Rule 29-C of the Mines Rules, 1955 but by an MBBS Doctor and therefore, medical examination was neither fair nor proper but an eye wash and empty formality with a pre-determined mind and intention to discontinue the services of the first party on the ground that she attained the age of superannuation; that the first party repeatedly requested the management to provide work to her till she attained the age of superannuation i.e. till 2019 but her request was not considered by the authorities; that in view of the premature retirement, the EPF authorities also have not agreed for sanctioning the family pension as she has not reached the age of superannuation under the provisions of EPF Act, 1952 as per the age mentioned in the EPF records; that the action of the management in refusing work to the first party w.e.f. 29-7-1998 amounts to retrenchment within the meaning of Section 2 (oo) of the ID Act and also under the provisions of Section 25 F, G, H, and N of the ID Act and therefore, is liable to be set aside reinstating the first party in service retrospective after working hours of 29-7-1998 with continuity of service, back wages and other consequential benefits.

3. The management by its Counter Statement however, contended that in accordance with the Mines Act 1952 and Mines Rules 1955 the employees at mines are required to undergo periodical medical examination to ascertain their physical fitness to work in the mines and accordingly in one of the Tripartite meeting held on 29-8-97 participated by the Union representatives, the management agreed in principle to conduct the medical examination of its employees; that in order to fulfill the above statutory requirement, the management issued circulars to all the employees including the first party about conducting the periodical medical examination and in pursuance to that two senior qualified medical officers from Hutti Gold Mines Ltd were drawn and medical examinations were conducted at different mines of the management on different convenient dates being attended by the employees and at the result of the medical examination, the employees who were found aged more than 58 years, medically unfit and incapacitated to carryout the routine mining work at the mines as identified during the medical examinations, were given opportunities to make an appeal to the Appellate Medical Board; that such of the employees who have preferred appeals were allowed to continue in service awaiting the decision of Appellate Medical Board and the others who did not prefer the appeal were discharged from the company’s services; that the first party also has undergone medical examination as per scheduled dates and was found medically unfit and incapacitated to carry out routine mining work in the mines as per the report submitted by the medical examiner in form ‘O’ under Rules 29-B. She failed to prefer an appeal and also failed to produce any documentary evidence in support of her fitness within the time given by the management and therefore, her services were discontinued on medical ground

as per the form 'O' issued by the Medical Officer whose findings have become final, that the first party has raised the dispute after a lapse of a period of about 5 years from the date of termination and therefore, the reference is liable to be dismissed on this ground itself.

4. During the course of trial, the first party filed her affidavit by way of examination chief and in her further examination chief got marked five documents at Ex. W1 to W5. On the part of the management one Mr. U.K. Anand Kumar working as FDA, Legal Section of the management has filed an affidavit. Both, the first party as well as the management witnesses in their affidavits have reiterated their respective contentions made in the Claim Statement and Counter Statement therefore, need no be once again repeated. I would like to come to the documentary evidence produced by the first party and the statements of both the witnesses in their cross-examination as and when found relevant and necessary.

5. Learned counsel for the management vehemently argued that the action taken by the management in retiring the first party on the ground that she attained the age of superannuation of 58 years based on the medical report was legal and justified. He contended that the first party has not exhausted the remedy of preferring the appeal before the Appellate Medical Board challenging the order of the management retiring her from services and therefore, she cannot maintain the present dispute. He nextly argued that the orders passed by the Hon'ble High Court in the aforesaid writ petition and the writ appeal are not applicable to the present case in the light of the facts and circumstances of the case obtained in the instant case.

6. Whereas, learned counsel for the first party argued that the fact that the first party had given her age as 20 years and her date of birth as 1-5-1961 while joining the service and that her age was entered into the service record and in the EPF Scheme certificate based on the particulars furnished by the management since has not been denied by the management, it was not legally justified in retiring the first party from services on the ground on attaining superannuation age of 58 years based on the so called medical examination and the report of the medical examiner furnished in form 'O' marked before this tribunal at Ex. W2. Learned counsel submitted that, first of all the medical examination was not conducted by the qualified Doctor of the rank of Assistant Civil Surgeon as contemplated under the mines rules and secondly such a medical examination report could not have been determined the age of the first party. He submitted that the purpose of medical examination was to find out the physical fitness of the workers at mines and not to ascertain their age. He submitted that even otherwise there must have been a reasonable opportunity of hearing given to the first party based on the above said report of the medical examiner by conducting a preliminary or detail DE so as to decide the question of the age of the first party. Learned Counsel invited the attention of this tribunal to the order passed by learned single judge of Hon'ble High Court in the above said Writ Petition at Ex. W4 and the order passed by the Division Bench of the High Court at Ex. W5 in support of his contention that

under similar facts and circumstances of the case the action taken by the management in retiring the writ petitioner prematurely on the basis of the medical report was challenged before the High Court and the High Court quashed the orders of the management holding the action taken by the management was not known to the legal procedure.

7. After having gone through the records, I find substance in the arguments advanced by the first party. The facts undisputed in this case rather admitted by the management witness himself in his cross-examination are that as per Ex. W3 i.e. EPF Scheme Certificate issued by the EPF authority for the first party, the date of birth mentioned in 1-5-1961. MW1 further admitted that same date of birth of the first party is also mentioned in the 'B' register and the service record of the first party. Therefore, in the light of the aforesaid admissions made by MW1 and in the absence of any denial on the part of the management in its Counter Statement, the contention taken by the first party in the Claim Statement that while joining the service she had given her age as 20 years and her date of birth as 1-5-1961, a question arises as to 'Whether the management taking the help of or under the guise of so called medical examiner could have ascertained the age of the first party and then should have acted upon the so called medical report in form 'O' to retire the first party from her services on the ground that she attained the age of superannuation as 58 years. The learned counsel for the first party rightly argued that on the basis of the so called medical report, the management was not legally justified in terminating the services of the first party on the ground of attaining superannuation age. In a similar case one Smt. Dundamma, who was also retired prematurely by the management on the ground of attaining superannuation age based on medical report had approached the Hon'ble High Court in the aforesaid Writ Petition challenging the action of the management and his Lordship of Hon'ble High Court by its order dated 29-3-01 set aside the action of the management as illegal and against the principles of natural justice. His Lordship on page 4 of the order made the following observations :

"As per rule 29-B, the employees who are working in the Mines have to undergo a regular and periodical medical checkup and this Rule is introduced only to protect the health of the employees concerned. From the perusal of Annexure D, it is clear that the Medical Officer who has examined the Petitioner, has found that she is medically fit for an employment in mines. Only for the said purpose, the said certificate has been issued. The respondents, who have accepted the date of birth of the Petitioner as 4-7-1947, have not entertained any doubt with regard to the age of the petitioner or her date of birth. Similarly, the respondents have not called upon the petitioner to undergo a medical checkup to find out the correct age of the petitioner without there being any enquiry based on Annexure D which has been issued by the Medical Officer for a different purpose, even without giving an opportunity for the Petitioner while changing the date of birth of the Petitioner in the

service Register, has wrongly passed an order calling upon the petitioner to retire even before attaining the age of superannuation. Under any circumstances, Annexure D cannot be considered as a basis to change the age of the petitioner in the service. Writ Petition is allowed.

The Respondent shall not change the date of birth of the Petitioner in the service register, which is shown as 4-7-1947 without adopting the procedure known under the law.

8. The management being aggrieved by the order in Writ Petition preferred the aforesaid Writ Appeal and their Lordship of Hon'ble High Court while upholding the order passed in the Writ Petition made the following observations on page 3 of the order :

Once the age is entered in service record, it cannot be changed unless the procedure prescribed for changing the date of birth is followed. In the instant case, merely on the basis of Doctor's report, on the basis of appearance, the age was changed from 49 years to 55 years in the service record. The medical report only reveals that it is an intimation regarding the fitness of the employee and merely on the opinion of the doctor, age cannot be changed which is already entered in the Service records. On consideration, we find no error or illegality in the order of the learned single judge.

Writ Appeals are dismissed.

9. Therefore, in the said case also the management has retired the first party from her services based on medical examination and doctor's report which medical examination was not meant for ascertaining the age of the employee but to find out the physical fitness of the employee concerned working at mines. The yardstick adopted by the management to determine the age of the worker at the mines based on the medical examination therefore, was quite against the settled proposition of law and the principles of natural justice. As noted by their Lordship of Hon'ble High Court, **once the age entered in service record, it cannot be changed unless the procedure prescribed for changing the date of birth is followed.** It was well argued for the first party that principles of natural justice have also been thrown to wind by the management in acting upon the medical report unilaterally without giving any opportunity of hearing to the first party. The medical opinion that too given by a medical graduate not competent to conduct the medical examination under the aforesaid Rule 29-B of the mines rules was not the conclusive proof of the matter in ascertaining the age of the first party. She should have been given an opportunity of hearing either by issue of show cause notice or by conducting at least a formal preliminary enquiry before the management could decide upon the fate of the first party. Moreover, the management has not made available to this tribunal the order passed by it in retiring the first party on attaining the age of superannuation. The order of the management in terminating the services of the first party on the ground on attaining superannuation age must have spelt out the

reasonings leading to the conclusion of the management with regard to the age of the first party. The management for the reasons best known to it has held back the very same order under which it terminated the services of the first party on the so called ground of her attaining the age of superannuation of 58 years. Therefore, in the light of the observations and principles laid down by their lordship of Hon'ble High Court in the aforesaid writ petition and writ appeals and for the reasons foregoing, it can be safely concluded that the action of the management in terminating the services of the first party on the ground of attaining the age of superannuation of 58 years was illegal and void abinitio.

10. Since the above said order of the management in terminating the services of the first party is held to be illegal and void abinitio, the natural corollary to follow would be her reinstatement in service.

11. Now coming to the question of back wages as contended by the management, the dispute by the first party has been raised after an inordinate delay of about 6 years from the date of termination order. Now it is well settled principle of law that for such a delay of about 6 years, the reference itself cannot be rejected but the relief to be given to the party can be moulded accordingly. In the result the first party is held to be entitled to back wages w.e.f. 4-6-04, which is the date of reference to this tribunal. The period elapsed between the date of termination order and the above said date of reference shall not be counted for the purpose of continuity of service. Hence the following award :

AWARD

The Management is directed to reinstate the first party workman in service with full back wages w.e.f. 4-6-04. The period elapsed between the date of termination order and the date 4-6-04 is hereby discounted for the purpose of continuity of service. No order to cost.

(Dictated to PA transcribed by her corrected and signed by me on 4th January, 2006).

A. R. SIDDIQUI, Presiding Officer

नई दिल्ली, 25 जनवरी, 2006

का. आ. 747.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. सिराजुद्दीन एंड कं. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 38/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-01-2006 को प्राप्त हुआ था।

[सं. एल-29011/18/2004-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 25th January, 2006

S.O. 747.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. 38/2004 of the Central

Govt. Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of M/s. Serajuddin & Co., Balda Block Iron Mines and their workman, received by the Central Government on 25-1-2006.

[No. L-29011/18/2004-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL- CUM-LABOUR COURT, BHUBANESWAR

PRESENT

Shri N. K.R. Mohapatra, Presiding Officer, C.G.I.T.-cum-Labour Court, Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 38/2004

Date of Passing Award—16th Dec. 2005

BETWEEN

The Management of the Managing Partner,
M/s. Sirajuddin & Co.
Balda Block Iron Mines, At./Po.-Balda,
Dist. Keonjhar, Orissa.

... 1st Party-Management

AND

Their Workmen, represented through
The General Secretary, Orissa Mining
Workers Union, P.O. Guruda, via. Joda,
Dist. Keonjhar, Orissa

... 2nd Party-Union

APPEARANCES

None ...For the 1st Party-Management

Shri Biranchi Khillar ...For the 2nd Party-Union
General Secretary

AWARD

1. The Government of India in the Ministry of Labour, in exercise of powers conferred by Clause (d) of Sub-section (1) and Sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication vide their Order No. L-29011/18/2004 IR (M), dated 18-05-2004:

“ Whether action of the Management of M/s. Sirajuddin & Co., Balda Block Iron Mines, At./Po. Balda, Via. Joda, Dist. Keonjhar by issuing the office order No. BB1/2003/2004, dated 6-4-2003 arbitrarily without following the provisions of I.D. Act, and by which the scale of pay of the workman, Shri Biranchi Khillar, Supervisor, has been reduced from 3000/- to 1250/- is justified? If not what relief the workman is entitled to?”

2. Admittedly the workman was appointed as a Surface Supervisor in the iron ore mines of the Management in 1970 on a consolidated pay of Rs. 2000/- per month plus Rs. 2000/- towards special allowance, which does not form part of wages as defined under the Industrial Disputes Act. Subsequently his pay was enhanced to Rs. 5000/- keeping the special allowance unchanged. Later in the year

2003 the Management issued an office order dated 6-4-2003 (Ext.-1) by which the basic pay was fixed at Rs. 1250 and Rs. 1250 towards D.A. and Rs. 2000 towards special allowance. As the sum total of basic pay and D.A. so fixed was less than what the workman was getting immediately prior to it, he made some representations and then raised an Industrial Dispute through his Union culminating the same into the present reference.

It is alleged by the workman in his claim statement that the above change in his pay structure was made without due notice as required under the Industrial Law and as such the same needs to be struck down in as much as the same has resulted in diminution of his wages and other incidental benefits such as leave salary, bonus, pensionary benefits and gratuity etc. It is further alleged by the workman that by the above order of the Management his juniors and contemporaries are getting more pay and other benefits than himself and this has been done deliberately for he was the general Secretary of the Union.

3. On notices being sent the Management appeared and filed his counter but subsequently remained absent for which he was set ex parte. It is contended by the Management in its counter that the consolidated pay Rs. 3000 paid to the workman being in excess over the minimum wage prescribed by the Central Government he was fitted against the regular scale of a supervisor fixing his basic pay at Rs. 1250 and D.A. of Rs. 1250 per month in addition to supplementary allowance of Rs. 2000 per month with effect from 1-4-2003 (vide Ext.-1). But after receipt of a representation from the workman his pay, D.A. and special allowance was revised and paid in arrears from the effectual date of 1-4-2003 at the rate of Rs. 1500/- towards pay plus Rs. 1500 towards D.A. and Rs. 2500 towards supplementary allowance and as such there was no reduction in the pay of the workman, the sum total of pay and D.A. paid to the workman in an area bill being equal to the amount he was getting prior to the office order marked Ext.-1.

4. From the above pleadings of the parties it is clear that admittedly the workman was getting a consolidated pay of Rs. 3000/- per month prior to issuance of the impugned office order marked Ext.-1. The office order reads as follows :—

“ The Management is pleased to sanction increment in the salary and allowance to the following staff members”

Name of the staff	Designation	Basic Salary	D.A.	Allowance	House Rent per month	Total
XXX			XXX			XXX
XXX			XXX			XXX
XXX			XXX			XXX
B. Khillar	Super-visor	1250	1250	2000		4,500
XXX			XXX			XXX
XXX			XXX			XXX

5. As per the Management the above change in the wage structure of the workman was made for the wages he was getting earlier was more than the rate of minimum wages prescribed by the Central Government. But this stand of the Management appears quite absurd. When the workman was paid a consolidated salary the same must obviously be more than the minimum wages. There being no fixed standard prescribed for apportionment of pay and D.A. from out of a consolidated salary the stand of the Management does not appear to be convincing. Rather on the other hand the Management in the garb of providing incremental pay to the workers is found to have cleverly juggled with the matter depriving the workman and others from their rightful entitlements in an attempt to put dust in the eye of law. The office order marked as Ext.-1 indicates as if the workman and others were provided increment in their salary and allowances. But on comparison of the acquaintance rolls of these employees which the Management has failed for the year 2002 to 2004 and marked as Ext.-A series it appears that in fact the workman and other employees named in Ext.-1 have not at all been paid anything extra towards their pay and D.A. Their pre-existing consolidated wages have only been sub-divided into pay and D.A. without any increment and in case of the workman it has been reduced by Rs. 500. In his written statement the Management has of course averred that on the basis of a representation of the workman he was paid the differential amount of Rs. 500 with arrears. But that itself does not appears to be a solution of the problem at hand.

6. It be pointed out here that admittedly the above change in pay structure of the workman has been brought about without any notice to the workman or his Union, contrary to the provisions of the Industrial Disputes Act. Besides by bring such change in the pay structure of the workman and others the Management has not only deprived them of their consequential P.F., Gratuity, pension, bonus and other benefits but at the same time made itself benefited to save money in these counts which itself tantamounts to unfair practice.

7. In its counter the Management claims to be an ideal and benevolent employer but in practice he does not appear to be so. When in the Order Ext.-1 the workman and others have been brought under a regular pay scale it is deemed that they have been regularized in their respective grade. Therefore, while fixing their pay in their respective slabs the Management should have paid due consideration to give pay protection to protect their pay by giving the balance amount falling outside the slab as their personal pay. In other words while fixing the basic pay of the workman in the scale of Rs. 1500 the Management in addition to the same should have given him the differential amount of Rs. 1500 as pay personal to the workman and the usual D.A. as permissible to that grade. To this extent the action of the Management in fixing the basic pay of the workman at Rs. 1250 per month (which subsequently claimed to have been corrected to Rs. 1500 per month) is held to be not proper and correct. The basis salary of the workman should be fixed at Rs. 1500 (as applicable to his grade) and in addition to it he should be paid personal pay of Rs. 1500 (the differential amount) plus the usual D.A. as

applicable to that grade in addition to other allowances which the workman was getting earlier or as applicable to his grade whichever is higher.

8. Though admittedly the workman was designated as surface supervisor, the evidence shows that he was virtually doing the work of a clerk. This evidence of the workman having not been challenged by all means he can be said to be a workman as defined under the I.D. Act and as such the case is held to be maintainable.

9. Accordingly the reference is answered ex parte against the O.P.-Management and in favour of the workman.

Dictated & Corrected by me.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 25 जनवरी, 2006

का. आ. 748.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. चाऊमुले कं. लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, मुम्बई न.1 के पंचाट (संदर्भ संख्या 37/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल-29012/34/2000-आई आर (विविध)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 25th January, 2006

S.O. 748.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/2000) of the Central Govt. Industrial Tribunal-cum-Labour Court, Mumbai No. 1 as shown in the Annexure, in the Industrial Dispute between the management of The Managing Director, M/s Chowgule & Co. Ltd., and their workmen, received by the Central Government on 25-1-2006.

[No. L-29012/34/2000-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, MUMBAI

PRESENT:

Justice Ghanshyam Dass, Presiding Officer

Reference No. CGIT-37 of 2000

PARTIES

Employers in relation to the management of Chowgule & Co. Ltd.

AND

Their workmen

APPEARANCES

For the Management : Mr. R.N. Shah, Adv.

For the Union : Mr. Gaonkar

State : Maharashtra

Mumbai, dated the 13th day of January, 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub-section 1 and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (the Act for short). Vide Government of India, Ministry of Labour, New Delhi., Order No. L-29012/34/2000-IR(M) dated 27-6-2000. The terms of reference given in the schedule are as follows :

"Whether the action of the management of M/s. Chowgule & Co. Ltd., Goa in dismissing Sh. Vincy P. Pereira, Electrician from service w.e.f. 5-1-1999 is legal and justified? If not, to what relief the workman is entitled?"

2. The Statement of Claim was filed by the workman Shri Vincy P. Pereira. After filing of the Statement of Claim he died on 31st July, 2001. The reference is being pursued by his wife.

3. Admittedly, the deceased workman was appointed as Electrician with M/s. Chowgule & Co. Ltd., Goa (hereinafter referred to as Company) w.e.f. 01-1-1980. He was dismissed by the Company vide dismissal letter dt. 05-01-1999 without holding any domestic enquiry and without affording any opportunity of hearing at all. The ground of dismissal is alleged to be grave misconduct for which the deceased workman was alleged to have actively participated w.e.f. 2-11-1998 till 26-12-1998 in various gheraos and creating riotous situations. The gravity of the last gherao was planned in such a manner by the deceased workman along with a number of other workmen and certain villagers that Mr. B.N. Salunkhe, Dy. General Manager (Admn.) died and Mr. U.N. Pandey, General Manager, (Mines) suffered multiple fractures owing to the assault made upon them.

4. The written statement, filed by the Company has set out in detail the circumstance which are alleged to have compelled the Company to pass the dismissal order against the deceased workman. They are reproduced below :

(1) The Company submits that the workman was employed as Electrician and was in the general shift on 2-11-1998 at Pale Mines of the Company. The general shift timings are 8.00 a.m. to 12.00 a.m. and 1.00 p.m. to 5.00 p.m. The workman along with 70/80 workers of Pale Mines participated in gheraoing 2. Senior Managers of the Company from 2.00 p.m. to 5.30 p.m. During the Gherao he along with other (8/11) workers threatened the 2 Senior Managers of Company with dire consequences, if the settlement dated 17-3-1997 was not implemented for them.

(2) The background of the case is that since Jan., 1996, Chowgule Employees' Union (the CEU for short), of which the workman was a member, lost its majority character. Majority of the workers changed their union following from CEU and joined another union, i.e. United Mines Workers' Union (the UMWU for short). As the earlier long term settlement for wage etc. was due w.e.f. 1-1-1997, the Company signed a wage

settlement on 17-3-99 with UMWU which represented the majority of the workers.

(3) The CEU, however, challenged the bona fides of the said settlement by filing a writ petition in the High Court and prayed that the Chief Labour Commissioner (Central), New Delhi, and the Central Government be directed to refer the charter of demand submitted by CEU to the Central Government Industrial Tribunal.

(4) The Central Government, however, by order dated 20-7-1998 concluded that the charter of demands submitted by the CEU cannot be referred for adjudication as according to the Government the issues raised were settled between the Management and the Union representing the majority workmen.

(5) Then the Workman along with other workers who had not accepted the settlement dated 17-3-1997 submitted a representation to the Company demanding implementation of the settlement without his complying with all the terms of the said settlement. It is pertinent to note that the request of the Company to accept all terms and conditions of the said settlement was not acceptable to the Workman and the CEU.

(6) On 2-11-1998 at about 2.00 p.m. the workman along with some 70 to 80 workers owing allegiance to the CEU and who had not accepted the settlement, concertedly and with the common intention entered into the cabin of the Senior Manager Pale Mines, Mr. Kishore Haldankar. Seeing this commotion and probability of violent situation, Mr. B.M. Salunkhe, Dy. General Manager (Administration) managed to enter in the cabin of Sr. Manager Pale Mines. The workman along with other workers continued to gherao both of them for were demanding a commitment from the two Managers for the implementation of the said settlement, i.e. without they complying with all terms of the settlement dated 17-3-1997 and threatened that until then the workers would not allow them to move out of cabin. At about 5.30 p.m. the gheraoing workers including the workman left the cabin of Senior Manager with the threat that the settlement dated 17-3-1997 should be implemented for them else the Managers would face dire consequences.

(7) On 9-11-1998, General Managers, Mr. Sinha and Mr. Pandey had a meeting with the representative of workmen (those who had not accepted the settlement) during which clarification was given to them that the settlement dated 17-3-1997 can be implemented upon their fulfilling all the terms of the settlement.

(8) On 19-11-1998 at about 2.00 p.m. the Workman along with about 200 workers owing allegiance to the CEU and who had not accepted the settlement left the place of work and with the

common intention surrounded the Pale Mines Office and Mines Central Office at Pale. All the Manager's and Officer's entry and exist from the building were blocked. The Managers and Officers were not allowed to leave their office for the whole night on 19-11-1998. The gherao continued until next day i.e. on 20-11-1998. The assistance of certain villagers from around the Mines for gheraoing the Managers and Officers was obtained.

- (9) The first shift at Mines starts at 6.00 a.m. On 20-11-1998 the workman along with other striking workers who were still gathering at the gate of Pale Mines, obstructed and assaulted a few of the workers who were reporting for their duties. As a result of the obstruction, threat and assault those workers who had no dispute with the Management could not report for work.
- (10) On 23-11-1998, the workman along with other striking workers, some local villagers and the children and family members gathered at the main gate of Pale Mines in the morning at around 8.00 a.m. pelted stones at the Office Building and tried to force entry into the office building. The police personnel who were present there were forced to resort to tear-gas, lathi charge and then fire in air to control the mob.
- (11) On 12-12-1998 the workers who had no dispute with the management started reporting for duty with police protection. The Officers were also reporting for duty under the police protection since 20-11-1998.
- (12) On 26-12-1998 Mr. B.M. Salunkhe, Dy. General Manager (Administration) and Mr. V.N. Pandey, General Manager (Mines) were assaulted while they were returning home in a Company jeep driven by Mr. Pandey after office hours on Usgaon-Khandepar Road near Goa Meat Complex at around 6.00 p.m. The assault was planned in such a way that the workman and other workers managed to stop the jeep by blocking the road near the Goa Meat Complex and then damaged the jeep with the stones and rods. The workmen concerned and other workmen mercilessly assaulted both Mr. Salunkhe and Mr. Pandey with iron rod causing serious injuries to them. Mr. Salunkhe succumbed to the injuries at the Hospital the same evening due to their assault whereas Mr. Pandey suffered multiple fractures on his both hands and right leg for which he underwent medical treatment until February 2000. It is pertinent to note that in spite of Mr. Pandey pleading the workman and others not to assault him and Mr. Salunkhe, the workman and others continued to assault resulting in the death of Mr. Salunkhe and multiple fractures to Mr. Pandey.
- (13) After this assault the situation at Pale Mines and around became tense and charged. A fear

psychosis was prevailing in them minds of the workers and officers of the mining industry of Goa and of the Company's all the 7-8 mines as a whole and of Pale Mines in particular. Officers and willing workers were reluctant to go to their work place. The fear psychosis was predominant in the mind of workers and officers. Everyone was demoralized. The Officers and Managers were not in the position to perform their duties effectively. The Company was concerned about the safety and life of all other willing workers and Officers who wanted to work. It had to act in such a way which creates an atmosphere where tranquility is restored and its willing workers and officers feel safe to come and work in the mine. Considering the fact that the threat given by the workers on 2-11-98 (the workman being one among the workers who had given the threat) was implemented, Company dismissed all the workers including the workman concerned who threatened the 2 Managers during the gherao on 2-11-98. Accordingly, the Company dismissed the workman Mr. Vincy Pereira vide its order dated 5-1-1999 without enquiry as conducting enquiry was practically impossible in the atmosphere which was created by the workman and other workmen in Pale Mines and the Company was unable to conduct enquiry. The Company has in detail stated in dismissal letter the reasons and misconduct which led to his dismissal. The Company has also given reasons in the said dismissal letter why the Company could not hold enquiry. The Company submits that it will justify its action of dismissing the workman concerned and the charges levelled against him before this Hon'ble Tribunal. The Company submits that its action of dismissing the workman was legal and justified and it is proportionate to the gravity of the misconduct enumerated in the dismissal letter dated 5-1-1999.

5. The affidavit in lieu of the Examination in chief was filed by the wife of the deceased workman. She was put to test the cross-examination wherein she obviously admitted that she had no personal knowledge at all of any of the incidents alleged to have taken place by the Company regarding active participation in the Union or making any gherao or causing any assault which led to the murder of Dy. General Manager and one Mr. Pandey. The Company filed the affidavit of Mr. Kishore B. Haldankar. He supported the averments made by the Company in the written statement referred to above. He however, stated in his cross examination that he had the personal knowledge for the incidents w.e.f. 02-11-1998 to 20-11-1998. He however, specifically admitted that he had no personal knowledge for the last incident dt. 26-12-1998 as he was not present at the place of the occurrence.

7. No document whatsoever has been filed on record by either of the parties to this reference. This is really a surprising circumstance and I could not understand as to for what reasons the Company did not chose to file any

document whatsoever or lead any evidence whatsoever in corroboration to the evidence of Mr. Haldankar.

8. I have gone through the written submissions filed by the parties on record and the evidence referred to above. This reference was argued by the parties counsel before my predecessor in office but the Award could not be passed for certain unavoidable reasons. The reference came up for hearing before me. The parties failed to appear and make oral submissions before me. Hence, I am left with the written submissions filed by the parties and the evidence available on record.

9. Admittedly, the deceased workman worked with the Company for about a period of 20 years. He was admittedly dismissed by means of dismissal letter dt. 05-1-1999. The Company knew fully well that the dismissal of the workman could not be made without having any domestic enquiry as provided under certain Standing Orders or even without affording any opportunity of hearing at all to the workman prior to the passing of the dismissal order. Thus, it is a clear case of violation of principles of natural justice. The Company knew fully well as borne out from the written statement that the dismissal could not be passed without effecting domestic enquiry and to meet out this exigency, the Company stated in clear terms in the written statement itself that the Company would justify its action of dismissing the workman concerned and the charges levelled against him before this Tribunal. It was alleged specifically as stated therein that the dismissal was legal and justified and is proportionate to the gravity of the misconduct, as enumerated in the dismissal order dated 05-1-1999.

10. It is surprising that the dismissal order even has not been filed on record. It is difficult to ascertain as to what reasons were being assigned for dismissal of the workman. No copy of the First Information Report lodged with the Police has been filed on record to show that the incident as alleged by the Company on different dates actually took place. Nothing is being filed on record to show that any action was taken by the Police into the matter. The incident dated 26-12-1998 was so grave that it led to the murder of one Senior Officer and multiple fractures to another. It is surprising that it is not been made clear on record as to what action was taken by the Company in this regard. The Police report must have been lodged in this case but the copy of the report has not been filed on record to show that the deceased workman was named as accused therein. No evidence whatsoever is available on record to corroborate the Company on record that the deceased workman ever participated in any of the incidents on different dates w.e.f. 02-11-1998 till 23-11-1998 and hastily on 26-12-1998. No doubt, the Company has filed the affidavit of Mr. Haldankar; but that by itself cannot be belied for want of corroboration from any evidence whatsoever. The Company knows fully that the burden lies on the Company to prove the charges which may lead to the dismissal of the workman. No evidence worth the name has been filed by the Company to prove the charges of misconduct against the deceased workman. No doubt, the wife of the deceased workman does not have any personal knowledge of any incident but that by itself is not sufficient to infer that the Company was absolved of its responsibilities of

brining the charges on record before this Tribunal. The burden which heavily led upon the should of the Company has not been discharged at all in this reference for the reasons best known to the Company. It may be just possible that owing to the death of the deceased workman the Company has some how developed sympathy with the deceased workman family and for this reason it has not chosen to lead evidence before this Tribunal. The fact remains that I do not find any reliable evidence on record on the basis of which it may be concluded that the charge of misconduct was proved against the deceased workman. As mentioned earlier, the sole affidavit of Mr. Haldankar in this respect is not believable.

11. The law is settled as reported in 1964 ILLJ 358 in between Workers of Dewan Tea Estate and others and Their Management decided by the Honourable Supreme Court that—The Standing Orders which has been certified under the Standing Orders Act, become part of the Statutory terms and conditions of service between the Industrial Employer and his employees. Section 10 (1) of the Standing orders Act finally certified under the Act shall not, except on agreement between the employer and the workmen, be liable to modifications until the expiry of six months from the date on which the standing orders or the last modifications thereof came into operation. If the standing orders thus become part of the statutory terms and conditions of service, they will govern the relations between the parties unless, of course it can be shown the any provisions of the Act is inconsistent with the standing orders. In that case, it may be permissible to urge that the statutory provisions contained in the Act should override the standing order which had been certified before the said statutory provision was enacted. Assuming without deciding that S.2(kkk) may include the case of layoff an account of difficulties of the employer to get financial assistance to run his business, the definition prescribed by S. 2(kkk) is not a part of the operative provisions of the Act, the argument in the instant case, that there is inconsistency between the definition and the relevant provisions in the standing orders could assist the employers.

12. The Company relied upon the law laid down by the Supreme Court in 1965 II LLJ page 162 in between Workmen of Motipur Sugar Factory (Private Ltd.) and Motipur Sugar Factory (Private Ltd.) wherein the Supreme Court held that the defective domestic enquiry amounts to no enquiry and even if no enquiry is made before passing the dismissal order, the employer may prove the charge of misconduct before the Industrial Tribunal to justify the dismissal. I feel that this ruling has binding effect on the Company itself and it made liable the Company to prove the charges of misconduct before the Tribunal to justify the order of dismissal.

13. As referred to above, there is no reliable evidence at all for concluding for a moment that the Company has been able to justify the grounds for passing the Order of dismissal without any enquiry whatsoever. Hence, the order of dismissal cannot be justified.

14. Since the workman died on 31-7-2001, the question of reinstatement does not arise but the heirs of the deceased workman are certainly entitled to back wages

with effect from the date of dismissal i.e. 05-1-1999 till 31-7-2001.

15. The reference is answered accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 25 जनवरी, 2006

का. आ. 749.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स भगत एंड कं. माईन्स के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 73/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल-29011/24/2004-आई आर (विविध)]

बी.एम. डेविड, अवसर सचिव

New Delhi, the 25th January, 2006

S.O. 749.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 73/2004) of the Central Govt. Industrial Tribunal-cum-Labour Court, Dhanbad No.2 as shown in the Annexure, in the Industrial Dispute between the management of M/s. Bhagat & Co. Mines, Borna Pahar, PO Bishanpur, and their workmen, received by the Central Government on 25-1-2006.

[No. L-29011/24/2004-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947

Reference No. 73 of 2004.

PARTIES

Employers in relation to the management of M/s. Bhagat & Co. Mines, Borna Pahar.

AND

Their workmen

APPEARANCES

On behalf of the workmen : Mr. S.N. Ghosh, Ld.
Advocate

On behalf of the employers : None

State : Jharkhand Industry : Mines

Dated, Dhanbad, the 9th January, 2006

AWARD

1. The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/24/04-IR(M) dt. 4-6-2004.

SCHEDULE

“Whether the action of the management of M/s. Bhagat & Co. Mines, represented by Sri Raj Kishore Bhagat of Borna Pahar in terminating the services of Shri Doro Tudu & 8 others (as per list enclosed) without complying Section 25F of the I.D. Act is legal and justified? If not, to what relief the workmen are entitled?”

2. The case of the concerned workmen according to written statement submitted by the sponsoring union on their behalf in brief is as follows:

The sponsoring union submitted that the management engaged the concerned workmen as Truck Loader in permanent capacity for performing the job of peri in nature about four years back. They alleged that after rendering continuous service for a period of four years management without assigning reason terminated their service with effect from 3-7-2001. Even before termination of their service neither management paid any bonus as per agreement nor paid wages for the month of June '03. They disclosed that inspite of submitting representation management neither reinstated the concerned workmen in service nor paid bonus and arrear wages for the month of June '01 and for which they raised Industrial Dispute before ALC(C), Patna for conciliation which ultimately resulted reference to this Tribunal for adjudication.

They accordingly, submitted prayer to pass award directing the management to reinstate the concerned workmen to their service with effect from the date of their termination along with back wages and other consequential relief.

3. Management on the contrary neither appeared inspite of issuance of repeated notices nor submitted any written statement and for which the case was fixed for ex-parte hearing.

It transpires from the record that the in course of hearing the instant case ex-parte the sponsoring union also has failed to adduce any evidence with a view to substantiate their claim.

Specific allegation of the sponsoring union is that management engaged the concerned workmen as truck loaders in permanent capacity but they illegally and arbitrarily terminated them from service with effect from 3-7-01. They alleged that the management before terminating them neither paid any bonus nor paid wages for the month of June '01.

Before taking into consideration of this fact the sponsoring union can not avoid their responsibility to substantiate their claim as burden of proof rests on them. It is seen that inspite of getting opportunity in course of hearing the sponsoring union have failed to produce a single scrap of paper. It is to be borne in mind that facts disclosed in the written statement can not be considered as substantiative piece of evidence until and unless it is substantiated by cogent evidence. As the sponsoring union has failed to adduce any evidence just based on the facts disclosed in the written statement, there is no scope to uphold their contention.

In the result the following award is rendered :

“That the action of the management of M/s. Bhagat & Co. Mines, represented by Sri Raj Kishore Bhagat of Borna Pahar in terminating the services of Shri Doro Tudu and 8 (eight) others without complying the Section 25F of the I.D. Act is legal and justified?”

Consequently the concerned workmen are not entitled to get any relief.

B. BISWAS, Presiding officer

नई दिल्ली, 25 जनवरी, 2006

का. आ. 750.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कुसुमडांगा स्टोन माईन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, धनबाद नं. 2 के पंचाट (संदर्भ संख्या 36/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल-29012/4/2005-आई आर (विधि)]

बी.एम. डेविड, अवर सचिव

New Delhi, the 25th January, 2006

S.O. 750.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/2005) of the Central Govt. Industrial Tribunal-cum-Labour Court, Dhanbad No.2 as shown in the Annexure, in the Industrial Dispute between the management of Kusumdanga Stone Mines, at Kalikapur, and their workmen, received by the Central Government on 25-1-2006.

[No. L-29012/4/2005-IR (M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 36 of 2005.

PARTIES

Employers in relation to the management of
Kusumdanga Stone Mines Kalikapur

AND

Their workmen

APPEARANCES

On behalf of the workmen : None

On behalf of the employers : None

State : Jharkhand Industry : Stone Mine

Dated, Dhanbad, the 3rd January, 2006

AWARD

I. The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of

the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-29012/4/2005-(IR)(M) dt. 29th March, 2005.

SCHEDULE

“Whether the action of the management of M/s. Anup Sinha Biswas, Kusumdanga Stone Mines, Pakur in terminating the services of Shri Nairul Seikh, Miner, without complying section 25 of the I.D. Act is legal and justified? If not to what relief the above workman is entitled?”

2. In this reference neither the concerned workman nor his representative appeared before this Tribunal. None also appeared on behalf of the management. It transpires from the record that Regd. notices and show cause notice were issued to the workman/sponsoring union. In terms of Rule 10(B) of the I.D. Central Rules, 1957 it is mandatory on the part of the concerned workman/sponsoring union to file Statement of claim, documents, list of reliances and evidence before the Tribunal within 15 days from the date of receipt of the order of reference from the Ministry. The concerned workman/sponsoring union not only violated the above rules but also even did not consider necessary to respond to the notices issued by this Tribunal. Gesture of the workman/sponsoring union if is taken into consideration will expose clearly that they are not interested to proceed with the hearing of this case. Under the circumstances, this Tribunal also finds no ground to adjourn the case *suo moto* for causing appearance of the workman/sponsoring union. Hence, the case is closed and accordingly a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 25 जनवरी, 2006

का. आ. 751.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एयर लाइन्स के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, कोल्लाम के पंचाट [संदर्भ संख्या 60/03(सी)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल-11012/54/2002-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 25th January, 2006

S.O. 751.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/03(c) of the Central Govt. Industrial Tribunal/Labour Court, Kollam now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of Indian Air Lines and their workman, which was received by the Central Government on 25-01-2006.

[No. L-11012/54/2002-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE
IN THE COURT OF THE INDUSTRIAL TRIBUNAL:
KOLLAM

Dated, the 17th day of January, 2006

PRESENT

Shri M.N. Radhakrishna Menon Industrial Tribunal

I.D. No. 60/03 (C)

BETWEEN:

The Regional Director (South), Indian Airlines,
Airlines House, Moonambakkam, Chennai-600027

And

The worker of the above referred management
represented by

- (1) Shri Vijaya Kumar, Proprietor, Jaya Vijaya Associates,
Carmel Tourist Home, Palayam, Trivandrum
- (2) Smt. Indira Antharjanam, T.C. 18/456, Karuvilakathu
Puthen Veedu, Thirumala, Thiruvananthapuram,
Kerala

REPRESENTATIONS:

M/s. Menon & Pai,
Advocates, : For Management
Ernakulam

M/s. Shramik Law Chambers,
Malloor Road, : For Worker
Vanchiyoor. P.O.,
Thiruvananthapuram

AWARD

1. The Central Government has as per their order No. L-11012/54/2002-IR (C-1) dated 16-7-2003 referred this industrial dispute between the above parties in respect of the following issues for adjudication to this Tribunal :

“Whether the demand of Mrs. Indira Antharjanam, Contract Labour under M/s. Jaya Vijaya Associates, Central Tourist Home, Palayam, Trivandrum from the management of Indian Airlines for reinstatement and regularisation is justified? if so, to what relief is the worker entitled?”

2. Above reference was accepted to file and issued notice to the parties pursuant to which, both sides entered appearance through their counsels. While the adjudication proceedings was in progress, the first management challenged the reference order in W.P. (C) No. 33515/03 (M) before the Hon'ble High Court of Kerala and after hearing the Hon'ble High Court passed a judgment on 14-6-05 quashing the reference order. Therefore I am bound to pass an award holding that the reference is not maintainable. I do so.

3. In the result, an award is holding that the reference is not maintainable.

M.N. RADHAKRISHNA MENON, Industrial Tribunal

नई दिल्ली, 25 जनवरी, 2006

का. आ. 752.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को

के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 113/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/60/91-आई.आर. (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 25th January, 2006

S.O. 752.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 113/98) of the Central Govt. Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of TISCO and their workman, which was received by the Central Government on 25-01-2006.

[No. L-20012/60/91-IR (C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD.
PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under
Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 113 OF 1998

PARTIES:

Employers in relation to the management of M/s. TISCO
Ltd. and their workman.

APPEARANCES:

On behalf of the workman : Mr. N.G. Arun,
Organising Secretary,
RCMS Union.

On behalf of the employers : Mr. D.K. Verma,
Advocate

State : Jharkhand. Industry : Coal.

Dated, Dhanbad, the 23rd December, 2005.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal from adjudication vide their Order No. L-20012/60/91-Coal-I dated the 13th April, 1998.

SCHEDULE

“Whether the action of the management of M/s. Tata Iron & Steel Co. Ltd., Jamadoba, Dhanbad in not regularising Shri Gunanand Mahato T. No. 70670 P.No. 211950 as Mining Sirdar of Bhelatand Colliery of M/s. TISCO. w.e.f. 19-2-83 instead of 21-6-88 (inspite of the fact that management had paid Shri Mahato Officiating Allowance for the post of Mining Sirdar during the period from 19-2-83 to 21-6-83 is justified? If not, to what relief the concerned workman Shri Gunanand Mahato is entitled?”

2. Case of the concerned workman according to written Statement submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that concerned workman Gunanand Mahato was initially appointed by the management as Cat. I Mazdoor on 15-2-79. Thereafter he passed Mining Sirdarship examination on 21-9-83. They submitted that after taking proper interview and test management allowed him to do the job of Mining Sirdar w.e.f. 19-2-83 and since that date he is working as Mining Sirdar against permanent vacant post with break. They submitted that during this period the concerned workman worked as Mining Sirdar for more than 190 days in each year starting from 1983. They submitted that in the year 1983 management regularised the services of eight Mining Sirdars whose attendance were found for more than 190 days in that capacity. They alleged that concerned workman though completed more than 190 days attendance as Mining Sirdar his case for regularisation for the said post was not considered by the management. They further submitted that Shri Ashok Kumar Singh, B.T. Banerjee and Soma Nath Acharya passed Mining Sirdarship examination after passing that examination by the concerned workman. They further alleged that breaking all the norms of departmental candidates management of TISCO, had appointed D.N. Chatterjee and Sristidhar Mahato as Mining Sirdar on 9-7-87 and 29-9-87 respectively ignoring the claim of departmental candidates. They submitted that it is well settled principle of law that no management can be allowed to put their workmen in a certain post for years together without regularisation when that workman was engaged to work in the said post which was a permanent vacant post. They submitted that since management did not consider prayer of the concerned workman to regularise him as Mining Sirdar he raised an industrial dispute through the sponsoring union for conciliation which ultimately resulted reference to this Tribunal for adjudication. The sponsoring union accordingly submitted prayer to pass Award directing the management to regularise the concerned workman as Mining Sirdar with effect from 1983.

3. Management on the contrary after filing Written Statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in their written statement submitted on behalf of the concerned workman. They submitted that the concerned workman was appointed on 15-2-79 as Cat. I Mazdoor. For the purpose of enabling a category I Mazdoor to become Mining Sirdar, the management provided him opportunities to take training in various jobs like shotfiring, timbering, depillaring and supervisory jobs. They submitted that it was the management who gave the concerned workman full opportunities to learn all such job and granted him certificate for enabling him to appear in the Mining Sirdar's examination and to obtain the certificate from the Mining Board. They submitted further that recruitment to the post of Mining Sirdar for performing the duties specified under Regulations 44 and 113 of Coal Mines regulations, 1957, a selection test is conducted and persons to such posts are selected in order of merit and they are promoted to such post on Technical and Supervisory grade prescribed under

NCWA. They submitted that there is no scope for regularisation of any person as Mining Sirdar merely because he has acted as Mining Sirdar during leave and sick vacancies. They disclosed that the concerned workman obtained Mining Sirdar certificate in the year 1983 and thereafter he was authorised to work as Mining Sirdar during leave and sick vacancies under the guidance, control and supervision of a Senior Mining Sirdar or Overman to be fully acquainted with the duties and responsibilities of a Mining Sirdar in underground mines and for which he was paid allowance. They submitted that as soon as permanent vacancy arose and the concerned workman was found suitable for working as Mining Sirdar holding independent charge of a Mining District as per the provisions of Coal Mines Regulations, 1957 he was promoted as Mining Sirdar on permanent post. He cannot demand the post of Mining Sirdar before gaining experience of working as Mining Sirdar under the guidance and control of Senior Mining Sirdar. Accordingly they submitted that the demand of the concerned workman has no merit at all and the same is to be summarily rejected and he is not entitled to get any relief.

4. POINTS TO BE DECIDED

"Whether the action of the management of M/s. Tata Iron & Steel Co. Ltd. Jamadoba, Dhanbad in not regularising Shri Gunanand Mahato T. No. 70670 P. No. 211950 as Mining Sirdar of Bhelatand Colliery of M/s. TISCO. w.e.f. 19-2-83 instead of 21-6-88 (inspite of the fact that management had paid Shri Mahato officiating allowance for the post of Mining Sirdar during the period from 19-2-83 to 21-6-88) is justified? If not, to what relief the concerned workman Shri Gunanand Mahato is entitled?"

5. FINDING WITH REASONS

It transpires from the record that the sponsoring union with a view to substantiate their claim examined the concerned workman as WW-1. Management also with a view to establish their own claim examined two witnesses as MW-1 and MW-2. From the evidence of WW-1 as well as the evidence of MW-1 and MW-2 and also considering facts disclosed in the pleadings of both sides there is no dispute to hold that the concerned workman got his appointment under the management as Cat. I Mazdoor on 26-9-79. It is also admitted fact that on 20-1-83 the concerned workman passed the Mining Sirdarship examination and got certificate to that effect issued by the DGMS. It is also admitted fact that it was the management who issued a certificate of experience for a period of three years to carry on different works in the underground before his sitting for the Mining Sirdarship examination. This witness disclosed that management gave him independent charge to function as Mining Sirdar w.e.f. 19-3-83 and before to perform such job independently he was interviewed by the management. This witness disclosed that continuously as Mining Sirdar from 19-2-83 till date of regularisation he discharged his duties as Mining Sirdar with all diligence and during this period he put for more than 190 days attendance in the underground to that effect. This witness further disclosed that B.T. Banerjee, Ashok Kumar Singh were

explosive carriers and they passed Mining Sirdar-shift examination on 2-2-83 and 9-2-83. They submitted that Srishtidhar Mahato and D.N. Chatterjee were selected directly by the management as Mining Sirdar on 9-7-87 and 29-7-87. They submitted that B.T. Banerjee and Ashok Singh and Somnath Acharya though junior to him were regularised as Mining Sirdar in the year 1984 ignoring his claim. Accordingly he submitted his prayer before the management to regularise his service as Mining Sirdar from 19-2-83. But instead of doing so they regularised him as Mining Sirdar with effect from 20-6-88 and for which he raised an industrial dispute before the ALC(C) for conciliation. This witness during cross-examination, however admitted that as of right a workman cannot claim his post as Mining Sirdar taking the plea that he has obtained Mining sirdarship certificate. MW-1 during his evidence submitted that there is grievance committee under the management and the workmen who are aggrieved raise their grievance before the grievance committee. The concerned workman also raised his grievance before the grievance committee and the Minutes of the meeting of the said joint grievance committee held on different dates mentioned therein during his evidence were marked as Ext. M-2 series. MW-2 during his evidence disclosed that during 1983 the concerned workman was posted at Sijua Colliery as Cat. I Mazdoor. He submitted that to appear in the Mining Sirdarship examination a worker should work in the underground atleast for three years. He admitted that the management issued a certificate of experience in favour of the concerned workman for his appearing in the Mining Sirdarship examination in the year 1983. He disclosed that the concerned workman passed the Mining Sirdarship examination in the same year and he produced necessary certificate to that effect granted by the DGMS to the management. This witness disclosed that whenever a person passes Mining Sirdarship examination management do not appoint him in that post as regular workman. Initially after passing that examination he is provided with job of Mining Sirdar in leave and sick vacancy and against that difference of wage is paid to him. He emphasised that to regularise a workman in the post of Mining Sirdar management not only considers his certificate but also equally considers his experience and skill to perform the job of Mining Sirdar. This witness admitted that the concerned workman from 1983 to 1988 discharged his duties as Mining Sirdar and he was regularised in the post thereafter.

It is seen that the concerned workman submitted an application before the grievance committee with a view to redress his grievance relating to discrimination showed by the management in ignoring his regularisation as Mining Sirdar though he was senior most Mining Sirdar with effect from 19-2-83. His main grievance was that B.T. Banerjee, Ashok Kumar Singh and Somnath Acharya though passed Mining Sirdarship examination after him, management regularised them to the post of Mining Sirdar w.e.f. 21-5-84. It has been disclosed by him that he passed Mining Sirdarship examination on 19-1-83 while Ashok Kumar Singh and B. T. Banerjee passed the said examination on 2-2-83 and 9-2-83 respectively. He admitted that before

regularisation of any workman to the post of Mining Sirdar management takes interview. His grievances are as follows:—

- (1) That he passed the Sirdarship Examination on 19-1-1983.
- (2) That he was allowed to work as Mining Sirdar w.e.f. 19-2-1983 after proper interview and test.
- (3) That he started working as Mining Sirdar since 19-2-1983 in a permanent place continuously without any break.
- (4) That he had put in 220 days actual attendance as Mining Sirdar in the year 1983.
- (5) That he referred a decision of VP (A & RM) Jamshedpur that those who have put in 190 days attendance in higher category, they would be designated in the same category in which he is working.
- (6) That S/Shri Ashok Kr. Singh and B. T. Banerjee who had passed the Sirdarship examination later than him had been designated as Mining Sirdar w.e.f. 21-5-1984.
- (7) That his case was regretted by the Management stating that there is no vacancy for the post of Mining Sirdar.
- (8) That he would like to point out that if there was no vacancy of the Mining Sirdar, then how S/Shri D. N. Chatterjee T. No. 51236 and Sri Srishtidhar Mahato, T. No. 51242 had been appointed as Mining Sirdars from 9-7-1987 and 29-9-1987 respectively from outside.
- (9) That since he is the senior most Mining Sirdar and has been working continuously w.e.f. 19-2-1983 he should be placed as permanent Mining Sirdar before appointing S/Shri Ashok Kumar Singh and B. T. Banerjee in permanent vacancies.
- (10) As per the provision of Company's Standing Orders he should be promoted as Mining Sirdar from the date of acting i. e. 19-2-1983.

That a great injustice has been done in his case. His grievances were discussed in the Central Joint Grievance committee meeting held on 25-8-89 at Director's Office, Jamadoba. It transpires from the minutes marked as Ext. M-2 that Joint Grievance committee decided to get the date from which S/Shri Gunanand Mahato, B.T. Banerjee and Ashok Kumar Singh were allowed to act as Mining Sirdars and also their date of qualifying in the interview for the post of Mining Sirdar so that this grievance can be discussed in the said meeting. Next meeting was held on 29-9-89. From the minuted of the said meeting it transpires that from 1983 upto 20-6-88 the concerned workman discharged his duties as Mining Sirdar for 84 days, 207 days, 253 days, 202 days, 263 days and 139 days respectively. It was admitted on the part of the management the grievance committee that as per said minutes of the meeting Ext. M-2/1 the concerned workman qualified in the interview for the post of Mining Sirdar held on 17-11-84. It was further discussed in the said grievance committee that while the concerned workman was confirmed w.e.f. 21-6-88 Ashok Kumar Singh and B.T. Banerjee who passed the said examination later

than him had been designated as Mining Sirdar w.e.f. 21-5-84 ignoring his claim. Accordingly direction was given to put up in details in the next meeting. Next meeting was held on 29th December, 1989. The minutes of the meeting during evidence of M W-1 was marked as Ext. M-2/2. In the said meeting one Shri S.N. Pandey informed that prior to 20-11-84 an interview was held wherein the concerned workman as well as A.K. Singh and B.T. Banerjee were called on. It has been further submitted that though A.K. Singh and B.T. Banerjee appeared in the said interview the concerned workman Gunanand Mahato did not appear. From the minutes of the meeting it transpires that Gunanand Mahato i.e. the concerned workman got his appointment on 15-2-79 and he passed Mining Sirdarship examination on 19-1-83 and his date of interview was held on 20-11-84. His date of promotion as Mining Sirdar was 21-6-88 while A.K. Singh got his appointment on 9-5-77 and he passed Mining Sirdarship examination on 9-2-83. His date of interview was not available but he got his appointment on 21-5-84. Similarly B.T. Banerjee got his appointment on 6-10-76 and he passed Mining Sirdarship examination on 19-2-83 but his date of interview was not available though he got his promotion as Mining Sirdar on 21-5-84. Mr. S.N. Pandey according to the minutes of the meeting further stated that though Ashok Kumar Singh and B.T. Banerjee were promoted as Mining Sirdar w.e.f. 21-5-84 but resultsheet of the interview in which Ashok Kumar Singh and B.T. Banerjee qualified for the post of Mining Sirdar was not available. Mr. Pandey further stated that there were 8 Mining Sirdars in the year 1985 who were acting as such at Sijua Colliery and they had raised their grievances for their placement as Mining Sirdar at Sijua Colliery. These acting Mining Sirdar were extra to the Standard force at Sijua Colliery. However, after detailed discussions, these cases were referred to Jamshedpur for approval. On receipt of approval from Jamshedpur they were upgraded with effect from 21-6-88. But at no point of time Sri Gunanand Mahato did raise the point that the persons junior to him, i.e. Sri A.K. Singh and B.T. Banerjee were promoted and now he has raised the same in his grievance. After detailed discussion, it was decided that the details of Sri A.K. Singh, B.T. Banerjee together with that of Sri Gunanand Mahato and 8 others, who were promoted as Mining Sirdar regarding their date of appointment, date of passing the Mining Sirdarship Examination, date of passing the interview conducted for the post of Mining Sirdar, dates of engagement as Mining Sirdar and the date of their placement as Mining Sirdar together with the sanctioned strength and the men-on-roll as on 20-11-1984 should be collected and put up. One Sri S.D. Yadav suggested that the details of the Mining Apprentices, who were appointed as Mining Sirdar in 1:1 ratio during the period from 1984 to 1988 irrespective of vacancy should also be collected and put up in the next meeting. Next meetings as held on 1/16-3-90. As per the minutes of the meeting held on the said date it transpires that details of 10 workmen including the concerned workmen who were placed as Acting Mining Sirdars have been submitted. According to that statement it transpires that A.K. Singh and B.T. Banerjee passed the interview in the month of May, 1984 while the concerned workman passed the interview on 20-11-84.

It further transpires that one Gunanand Mahato started acting as Mining Sirdar w.e.f. 9-5-83 whereas A.K. Singh and B.T. Banerjee started working as acting Mining Sirdar w.e.f. 4-3-83 and 14-2-83 respectively. In the said meeting Mr. P. Skhauri stated that A.K. Singh and B.T. Banerjee had qualified in the interview for the post of Mining Sirdar held in the month of May, 1984 whereas Sri Gunanand Mahato had qualified in the interview on 20-11-84 for the post of Mining Sirdar and as such Sri A.K. Singh and Sri B.T. Banerjee were senior to Sri Gunanand Mahato and accordingly they were promoted as Mining Sirdar w.e.f. 21-5-84. He further stated that Gunanand Mahato was also called to attend the date of interview in month of May, 1984 but from his statement it transpired that he could not appear in the interview earlier due to exigency of work in the under ground but he did not mention what was the exigency of work. Again it was further stated by S.D. Yadav that when Sri Gunanand Mahato is senior to Sri A.K. Singh and B.T. Banerjee so far as passing the Mining Sirdarship Examination is concerned, how Sri A.K. Singh and B.T. Banerjee were promoted ignoring the claim of Sri Gunanand Mahato. It was submitted by S.N. Pandey that when Gunanand Mahato was called for interview for the post of Mining Sirdar due to exigency of work he could not appear in the interview. He should have immediately reported the matter to the management Sijua Group so that the matter could have been taken care of but he did not do so. Mr. Pandey further stated that in the year 1985 there were 8 Mining Sirdars who were acting as Mining Sirdars at Sijua Colliery and they were extra to Standard Force and had raised their grievances for their placement as Mining Sirdar at Sijua Colliery. After detailed discussions on several occasions, these cases were referred to Jamshedpur for approval and on receipt of approval from Jamshedpur they were confirmed as Mining Sirdar w.e.f. 21-6-88 but at no time did Sri Gunanand Mahato raise this point why the junior persons to him such as A.K. Singh & B.T. Banerjee were promoted. However, he said that as decided in the earlier meeting, the sanctioned strength and men-on-roll figure of Mining Sirdar as on 20-11-84 was collected and furnished i.e. the Sanctioned strength and the men-on-roll were 80 and 70 respectively. However, after detailed discussion, it was decided that if there existed any vacancy of Mining Sirdar within the sanctioned strength as on 20-11-84 Sri Gunanand Mahato should be promoted w.e.f. 20-11-84. Sri T.R. Rao was advised to check up again the figure of sanctioned strength and men-on-roll of Mining Sirdar as on 20-11-1984 at Sijua Colliery and place the same in the next meeting. Next meeting was held on 7-6-90. In the said meeting Mr T.R. Rao informed that he had checked up the vacancy position of Mining Sirdar as on 1-11-84 and at that relevant time there was no vacancy of Mining Sirdar. It was also pointed out by him that A.K. Singh and B.T. Banerjee were allowed to act as Mining Sirdar w.e.f. 4-2-83 and 14-2-83 respectively whereas Sri Gunanand Mahato i.e. the concerned workman started acting as Mining Sirdar w.e.f. May, 1983. After threadbare discussion members unanimously felt that there was no merit in the grievance of Sri Gunanand Mahato and he would be informed accordingly.

Considering the discussions of the Central Joint Grievance Committee meeting a clear picture has come out that concerned workman Gunanand Mahato passed the Mining Sirdarship examination 19-1-83 while A.K. Singh and B.T. Banerjee passed the said examination on 9-2-83 and 19-2-83. Therefore, if this fact is considered there is scope to say that the concerned workman was senior to A.K. Singh and B.T. Banerjee in the matter of passing Mining Sirdarship examination but it is seen that though the concerned workman passed Mining Sirdarship examination on 19-1-83 he started discharging his duties as acting Mining Sirdar w.e.f. 9-5-83 while A.K. Singh and B.T. Banerjee started working as acting Mining Sirdar w.e.f. 4-3-83 and 14-2-83. It is the contention of the management that if this aspect is taken into consideration A.K. Singh and B.T. Banerjee were senior to the concerned workman in the matter of discharging their duties as Mining sirdar. Apart from this fact it has further been submitted by the management that the concerned workman as well as A.K. Singh and B.T. Banerjee were asked to attend the interview held in the month of May, 1984. It transpires that though A.K. Singh and B.T. Banerjee appeared in the said interview the concerned workman did not appear taking the plea that due to exigency of work in the underground it was not possible for him to appear in the said interview but he did not explain what exigency occurred which prevented him from appearing in the interview. Moreover, the concerned workman did not report to the Sijua Area expressing his inability to attend the said interview held in the month of May, 1984. It is the contention of the management that in the said interview A.K. Singh and B.T. Banerjee came out successfully and they were given promotion to the post of Mining Sirdar w.e.f. 21-5-84. The concerned workman appeared in the interview on 21-11-84 along with others as Acting Mining Sirdar and passed the interview but as there was no vacancy the local management did not get any scope to issue necessary promotional order in the post of Mining Sirdar and for which the matter was referred to Jamshedpur for consideration. It is the further contention of the management that after approval granted by Jamshedpur the concerned workman and the rest 7 workmen who were acting as Mining Sirdar were confirmed to the post of Mining Sirdar. In spite of all these facts the members of the consultative committee considered that as the concerned workman passed the Mining Sirdarship Examination prior to A.K. Singh and B.T. Banerjee his promotion to the post of Mining Sirdar will be taken into consideration with all priority. On the basis of that discussion direction was given to the office of the management to report if there was any vacancy or not to provide the concerned workman in the post of Mining Sirdar. But the report as came negative it was not possible to consider promotion of the concerned workman along with A.K. Singh and B.T. Banerjee. There is no dispute to hold that filling up of any post in permanent capacity depends on existence of any vacancy. My discussion above will clearly expose that not only the concerned workman but also other 7 workmen for a considerable period were forced to discharge their duties as acting Mining Sirdars because of the fact that there was no vacancy where those workmen could be regularised. They were only

promoted to that post when H.Q. gave approval for their confirmation though there was no confirmed vacancy. It is seen that there were two vacancies when A.K. Singh and B.T. Banerjee have got their promotion. Those two vacancies were filled up on the basis of interview held in the month of May, 1984. There is no scope to say that depriving the claim of the concerned workman management surreptitiously took interview of these workmen viz. A.K. Singh and B.T. Banerjee. It is very much evident that concerned workman was also called for to appear but he did not appear taking the plea of some exigency in the underground but that fact too was not reported by him to the management of Sijua Area and for which there was no scope at all for the management to consider his claim when those two vacancies were filled up. It is fact that 8 workmen including the concerned workman since the date of passing their interview w.e.f. 20-11-84 were compelled to discharge their duties as acting Mining Sirdar for want of vacancy. It is admitted fact that for discharging their duties as acting Mining Sirdar Management paid up their dues. However, discharging of duties as acting Mining Sirdar cannot be equated to that of confirmed Mining Sirdar as question of seniority and other benefits comes in. It is seen that actually for the fault of the concerned workman he did not appear in the interview held in the month of May, 1984. Had he been appeared the picture I should say would have been different. It is further seen that though he passed Mining Sirdarship examination prior to all other workmen actually for his own fault he did not appear in the said interview not only but he also did not highlight the reasons of his inability to appear before the interview to the management. As there was no regular vacancy management actually did not get scope to give promotion to the concerned workman to the post of Mining Sirdar prior to 21-6-88 before their claim was approved by the Headquarter.

After careful consideration of all the facts and discussions made above there is no scope to say that either management showed any biasness in promoting Shri A.K. Singh and B.T. Banerjee in the post of Mining Sirdar or took any illegal and arbitrary decision violating the principle of natural justice to favour them ignoring the claim of the concerned workman. In view of the facts and circumstances I hold that the concerned workman is not entitled to get any relief as prayed for.

In the result, following award is rendered :—

“The action of the management of M/s. Tata Iron and Steel Co. Ltd. Jamadoba, Dhanbad in not regularising Shri Gunanand Mahato T. No. 70670, P. No. 211950 as Mining Sirdar of Bhelatand Colliery of M/s. Tisco. w.e.f. 19-2-83 instead of 21-6-88 (inspite of the fact that management had paid Shri Mahato officiating allowance for the post of Mining Sirdar during the period from 19-2-83 to 21-6-88) is justified. Consequently, the concerned workman is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 27 जनवरी, 2006

क्र.अ. 753 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार में, भारत गोल्ड माइन्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 17/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल- 43011/1/1995-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th January, 2006

S.O. 753 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. Bharat Gold Mines Ltd. and their workman, which was received by the Central Government on 25-1-2006.

[No. L-43011/1/1995-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR

CASE NO. CGIT-17/2003

Reference No. L-43011/1/95-IR (M)

General Secretary,
Khetri Tamba Shramik Sangh,
D-1, Sector II-B,
Khetri Nagar (Raj.)

..... Applicant-Union

Versus

1. Office Incharge,
M/s Bharat Gold Mines Ltd.
P. O. Khetri Nagar,
Distt. Jhunjhunu (Raj.)

2. The Executive Director,
M/s. Hindustan Copper Ltd.,
Khetri Nagar,
Distt. Jhunjhunu (Raj.)

..... Non-applicants

PRESENT:

Presiding Officer : Sh. R. C. Shrama

For the applicant : Sh. Kunal Rawat.

For the non-applicants : Sh. Manoj Kumar Sharma.

Date of award : 29-11-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 and 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the industrial dispute raised by Khetri Tamba Shramik Sangh against the management of M/s. BGML and Hindustan Copper Ltd., vide their letters dated 6-12-93 and 8-2-94 (copy enclosed) justified? If so, to what relief the workmen are entitled?"

2. The applicant-union in its claim statement has pleaded that it is a registered union and all the workmen are its member, that the non-applicant No. 2 Hindustan Copper Ltd. (for short, HCL) had assigned the contract to non-applicant No. 1 Bharat Gold Mines Ltd. (for short, BGML) and that the work performed in HCL was of a perennial nature. It has further stated that in order to deprive the legitimate benefits to the workmen BGML was functioning as an agency to HCL and, therefore, the applicant-union had addressed the complaints dated 6-12-93 and 8-2-94 that its members, 48 in all, be considered to be the permanent employees and they should be paid the salary and other benefits accordingly. It was also demanded that on completion of the contractual work, the workmen be absorbed in HCL establishment. The union has urged that its 48 members be confirmed and they be paid the salary and other benefits accordingly and on completion of contractual work they be absorbed in the HCL.

3. The claim submitted by the union was disputed by both the non-applicants in their separate written-counters. The non-applicant No. 1 BGML has averred that the present controversy is not as industrial dispute, that the matter is covered by the provision under Section 2 (oo) (bb) of the Act and that the workmen were governed by the contracts and on the expiry of the contractual period, they are not entitled to get any benefit. It has further stated that a contract was assigned to it by non-applicant No. 2 HCL and on completion of the contractual work the employment of workmen automatically came to an end. The workmen were the casual employees, who were temporary and were employed for the specified work. It has also been stated that the establishment has been closed w. e. f. 1-3-2001 with the permission of the Government of India.

4. The non-applicant No. 2 HCL in its written-counter has pleaded that it is engaged in the excavation of mines, for which the services of the outside agencies are obtained and it had assigned a contract to BGML, which is an enterprise of Government of India and the workmen were the casual employees. It has further stated that on completion of the said contract, it has not entrusted the work to any other agency. It is also averred that the workmen were not its employees and the BGML has engaged its own skilled workers.

5. In the rejoinder, the union has reiterated the facts as stated in the statement of claim.

6. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the workmen are the employees of the Hindustan Copper Ltd. and whether they are entitled to get all the facilities which are admissible to the employees of the Hindustan Copper Ltd.?

II. Relief, if any.

7. In the evidence, 10 witnesses have been examined on behalf of the applicant-union and in the rebuttal, the affidavit of MW-1 S. Chatterjee, Deputy Manager was placed on the record. All these witnesses were cross-examined by the respective opposite representatives. Both the parties have also led the documentary evidence on the record.

8. I have heard both the parties and have scanned the record. The point-wise discussion follows as under:—

Point no. 1

9. The Id. representative for the union contended that all these 48 workmen are entitled to get the pay-scale and other benefits which the employees of HCL are getting, that the 48 workmen are the employees of the HCL and they are working in the establishment of HCL. The Id. representative further contends that the work performed by them is perennial in nature and to deprive them of the admissible benefits is the unfair labour practice of the non-applicant no. 2. He has also asserted that the workmen are not the employees of the contractor. The Id. representative then has contended that control over the workmen was exercised by HCL, that the workmen are continuously working since 1985 and the workmen who were working in Thapar have been absorbed by HCL and, therefore, these workmen who are now working with technocrat company subsequent to BGML be absorbed in the establishment of HCL and the pay-scale and other benefits should be provided to them in parity with the employees of HCL. The Id. representative has relied upon the evidence adduced by the applicant-union.

10. Per contra, the Id. representative for the non-applicants contends that the workmen were employed by the BGML, in whose favour a contract was executed by HCL and the job ended with the expiry of the contractual period. His submission is that they are not the employees of the HCL and there is no evidence that HCL had regularized the services of the workmen who were employed by Thapar company.

11. I have bestowed my thoughtfull consideration to the rival contentions.

12. WW-1 Birdu Ram Saini is the Secretary of the applicant-union who has narrated the facts as stated in the claim statement. In his cross-examination he has admitted that HCL had given a contract to BGML under whose employment the workmen have performed the jobs. He has categorically admitted that BGML had engaged the workmen, which is a Government of India enterprise and HCL used to pay the amount of wages to BGML, which disbursed it amongst the workmen. He has also admitted that the pay-scale of the employees belonging to both these establishments were equal. WW-2, Suresh Chand Saini, WW-3 Naurang Lal, W-4 Makkhan Lal Saini, WW-5 Niranjana Lal, WW-6 Rohitas Gurjar, WW-7 Madan Lal Saini, WW-8 Rushtam Khan, WW-9 Shimbhu Dayal and WW-10 Madan Lal are the workmen-members of the Union out of the 48 workmen in question. WW-2 Suresh Chand Saini has admitted in his cross-examination that BGML is not presently working at Khetri and that from

1990 to 2001, he has worked under the employment of BGML along with Naurang Lal and he has received the total payment from BGML, which has been closed w.e.f. 1-3-2001. WW-3 Naurang Lal in his cross-examination has admitted that a contract was executed in favour of BGML by the HCL and he had worked under the employment of BGML w.e.f. October, 1989 to March, 2001. The remaining witnesses in their cross-examinations have admitted respectively that HCL had executed a contract in favour of BGML. Though they have stated that BGML have not engaged them, who were engaged by the HCL, yet they have shown inabilities to file the payment receipts in support of their statements.

13. Thus, it transpires from the evidence of the aforestated witnesses that a contract was consigned by the HCL to BGML to carry out the excavation work and the workmen were employed by the BGML and the payment of wages was made to them by BGML. It further appears that the consolidated sum of wages or the contractual amount was paid by the HCL to the BGML to disburse amongst its employees. Though WW-4 to WW-10 have denied to have been engaged by the BGML and have stated that they were engaged by the HCL, yet they have failed to adduce any documentary evidence to show that HCL had exercised economic control over them.

14. WW-1 S. Chatterjee has exhibited the contract Ex. M-1 executed between both the non-applicants and has categorically stated that the workmen were employed by the BGML and on the expiry of the contractual period, their employment was discontinued by the BGML w.e.f. 1-3-2001. In his cross-examination, he has stated that HCL has the title of the mines and a few equipments were supplied by the HCL to BGML and some of the equipments belonged to the contractors. Though he has admitted that the excavation work is continuing with the HCL but he has pointed out that it is being carried out by its own employees. He has specifically pointed out that the payment of wages was made to the workmen by the BGML and HCL had engaged BGML for performing the specific job. He has stood unshaken in his cross-examination and his testimony is corroborated by the contract Ex. M-1 executed between the non-applicants. There is nothing on the record to presume that it is a sham contract.

15. The facts emerging from the aforestated evidence and materials are that the workmen were the employees of the BGML, to which a contract Ex. M-1 was assigned by HCL and on completion of the work, the contract came to an automatic end. It is also clear that the workmen are not presently working in the HCL mines and that no nexus of employer and employees existed amongst the workmen and HCL. Therefore, they are not entitled to claim the benefits as mentioned in the demand letters dated 6-12-93 and 8-2-94. The applicant-union has failed to establish the claim submitted by it.

16. Resultantly, the reference is answered in the negative against the applicant-union and in favour of the non-applicants and it is held that the industrial dispute raised by the applicant-union vide its letters dated 6-12-93 and 8-2-94 is not justified. The workmen are entitled to no relief. An award is passed in these terms accordingly.

17. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 27 जनवरी, 2006

क्र. आ. 754.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसार में, केन्द्रीय सरकार यूनाइटेड इंडिया इश्योरेंस कं. लि. के प्रबंधांतर के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली-II के पंचाट (संदर्भ संख्या 26/95) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-01-06 को प्राप्त हुआ था।

[सं. एल-17012/46/94-आई आर (बी-II)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th January, 2006

S.O. 754.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 26/95) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi-II as shown in the annexure in the Industrial Dispute between the employers in relation to the management of United India Insurance Co. Ltd. and their workman, which was received by the Central Government on 25-01-06.

[No. L-17012/46/94-IR (B-II)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-ABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai.

I.D. No.26/1995

In the matter of :—

Kishan Kumar Goel,
S/o Shri Sita Ram Goel,
92, Chhipi Wara, Pili Kothi,
Meerut City

VERSUS

Indian Corporation Co. Ltd.
Divisional Manager,
Divisional Office-II,
171/4, Delhi Road,
H.K. House,
Meerut City.

AWARD

The Ministry of Labour by its letter No. L-17012/46/94/IR (B-II) Central Government Dt. 31-1-1995-08-02-1995 has referred the following point for adjudication

The point runs as under :—

“Whether the action of the management of United India Insurance Co. Ltd. Meerut in terminating the services of Shri Kishan Kumar Goel, Sub-staff w.e.f. 15-7-84 is legal and justified ? If not, to what relief is the said workman entitled?”

The workman applicant has filed claim statement. The statement of claim it has been stated that M/s United Insurance Co. Ltd. is a creation of the General Insurance

Business (Nationalization) Act, 1972 (Act no. 57 of 1972) and is a corporate body subsidiary of General Insurance Corporation of India, which is engaged in Trade and business of Insurance i.e. Motor/House-hold/Cattle etc. in an organized manner with the help of various employees who are employed on different posts. Therefore, the opposite party establishment comes within the preview of “Industry” U/s 2(j) of the Industrial Disputes Act, 1947.

That the applicant workman was appointed on the vacant post of sub-staff as a water boy-cum-peon by the opposite party and he joined the services in the Begum Bridge Road, Meerut Branch on 1-11-1983.

That during the course of employment the work and conduct of the applicant workman has always been found satisfactory and he worked there up to 14-7-84 with artificial or national breaks. The employers due to unfair labour practice shown the working of the applicant-workman in different name while in these days the applicant-workman actually done the work against that post.

That the applicant workman worked with the opposite party continuously more then 240 days during the period of twelve months preceding the date of termination i.e. 15-7-1984.

That the employer paid the Bonus Rs. 270 to the applicant workman vide Cheque No. 0766357 dated 6-2-87 of the Bank of Rajasthan Ltd. as a bonus from the imprest account for the rendering more than 240 days continuous service in the year 1984-85.

That the service of the applicant workman were terminated by an oral order by the then Branch Manager without following the provisions of 25F of the Industrial Disputes Act, 1947. Therefore, the termination of the applicant workman has come within the preview of illegal retirement as held down U/s 2 (oo) of the Industrial Disputes Act, 1947.

That after terminating the services of the applicant workman, the opposite party employer appointed fresh hand i.e. Sarva Shri Jagbir Singh, Surendra Pal Singh and more other persons without giving the opportunity to the applicant-workman of re-employment, as the opposite party/employer violated the provisions of Section 25H of the Industrial Disputes Act, 1947. The juniors to him are still in employment of the employer at Meerut i.e. Shri Rajendra Singh, Devendra Singh and other persons.

The Management has filed written statement. In the written statement it has been stated that the present claim raised by the applicant by means of an alleged industrial Disputes under Section 10 of the Industrial Disputes Act, 1947 is neither competent nor maintainable in the eyes or leg as the same is barred by the law of Limitation, delay and lashes omitted, committed and exhibited on the part of the applicant.

It is, submitted that there is no limitation provided in any Act or statute for connecting any legal action, the maximum limitation to file the legal action by an affected party is three years as required/envisaged in article 137 of the Limitation Act, 1963. The applicant has neither moved any application for the condo nation of delay nor sought any exemption in this respect from the application of Law of Limitation.

That the applicant is neither a workman nor covered by the provisions of the Industrial Disputes Act, 1947, nor had he worked for more than 240 days. He had only worked for 61 days on daily wages and that too on break and intervals, as well as stop-gap arrangement. He has worked during the period 30-1-84 to 23-6-1994 for which he was paid a sum of Rs. 695.40 Paisa.

That the claim raised by the application is malafide and it is based on the forged, fabricated documents created by the applicant. The applicant during the course of conciliation proceedings before the Assistant Labour Commissioner (Central) Dehradun (U.P.) had come forward with certain bogus documents created by him. When the factual position had been placed before the said Authority, his conciliation case had also failed there. The applicant has never been employed in the year 1983 by the Opposite Party. In the forged documents he had named himself as Mukesh Kumar, (Mannu) K. K. Goel. The Documents, which he had produced are in the different handwriting bearing the words "K. K. Goel" and above the signature of the words "MUNNU" in Hindi scripts, the signature in Hindi "Krishan Kumar Goel" have been Withered added by him or got inserted by employing some forger on the fictitiously prepared documents.

It is submitted that he was employed as a water Boy on the basis of Daily Wages and he was neither employed as peon per sub-staff. Para No. 3 of the statement of claim as such is absolutely wrong and denied. The applicant has twisted the facts so as to suit his malafide ends. It is specifically denied that the applicant has joined the services under the Management/Opposite Party in the Begum Bridge Branch, Meerut City on 1-11-1983. The Respondent/Opposite-Party submits hereunder the details during the period, the applicant had worked as Water Boy on purely temporary basis, and the total number of days, he had worked are 61, for which he was paid Rs. 695.40 paises as wages.

Period	Total number of working	Date of days payment voucher	Amount paid. Rs.
30-1-1984 to 4-2-1984 6-2-1984 to 11-2-1984	12	11-2-1984	136-80
27-2-1984 to 18-2-1984 20-2-1984 to 25-2-1984	12	27-2-1984	136-80
16-4-1984 to 19-4-1984 21-4-1984 to 24-4-1984 and 28-4-1984	11	28-4-1984	125-40
28-3-1984 to 31-3-1984 2-4-1984 to 7-4-1984 9-4-1984 to 12-4-1984	14	19-4-1984	199-60
28-5-1984 to 2-6-1984	6	9-6-1984	68-40
18-6-1984 to 23-6-1984	6	26-6-1984	68-40

It is specifically denied that the applicant has worked upto 14-7-1984. It is submitted that whenever there was any need to employ a Water boy during the peak summer

season, his services were availed and that too on temporary/adhoc basis. He has worked on need basis in the services period stated herein above under the respondent/opposite party as a Daily Wage Earner. At no time the services of the applicant have been availed in the year 1983 much less with effect had been availed in the year 1983 much less with effect from 1-11-1983. The person employed and named as Mukesh Kumar (Munnu) is some other person and not the applicant. The applicant has not at all named himself in the statement of claim nor before the Assistant Labour Commissioner (Central) Dehradun in the course of the conciliation proceeding as well as before the Authorities constituted under the U. P. Industrial Disputes Act, 1947 that he was known with two names, i. e. Mukesh Kumar (Munnu) @ K. K. Goel.

Even in the present Industrial Disputes created by the applicant he has no where named himself as "Mukesh Kumar (Munnu) @ K. K. Goel. The sole modus-operandi of the applicant has been to get employment under the respondent/opposite Party by hook or crook. The applicant has approached this Hon'ble Court with totally unclean hands and concealed the material facts from the knowledge of this Hon'ble Court. The applicant had lastly worked up to 23-6-1984, and since his services were on daily wage basis, there was no need to give with him any notice of termination. This Hon'ble Court would kindly consider the fact that during the period, the applicant had worked, his services were available with breaks in the service period and he had never served regularly even from 30-1-1984 to 23-6-1984 i. e. even for 240 days.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

The workman applicant is dead. His son is his legal heir and has given evidence. It was submitted from the side of the Workman applicant that he has worked for 240 days under the management and no retrenchment compensation has been paid to him. So termination of his services should be declared void and he shall be his father deemed to be in continuous service.

It was submitted from the side of the management that Section 25F of the ID Act is attracted only when a workman has completed 240 days work. He has filed the case in Meerut before the ALC(C) but he was not found to have worked for 240 days.

It was submitted from the side of the workman applicant that in view of 2000 LLR 902 Allahabad High Court—a Daily Wager is a workman and in view of 1995 (71) FLR 462 SC a Daily Wager is a workman. The applicant is a workman no doubt but burden is on him to prove that he has worked for 240 days. This burden cannot be discharged by filing affidavit but there must be some

documentary evidence. My attention was drawn from the side of the workman applicant to 2005 SCC 183, 2004(2) ESC 764, 2005 (4) ESC 2572, 2005 (104) FLR 434, 1992(64) FLR 978. I have perused the law cited above and it has been held that Sundays and Holidays are also to be calculated while accounting 240 days. My attention was drawn to 1993 (67) FLR 560—Allahabad High Court and 2005 SCC(L&S) 183. It has been held that Limitation Act is not applicable in the ID Act cases. It is settled law that Limitation Act is not applicable in the ID cases however, the claim should not be stale and no workman should be given premium of his non-activity.

The substantial question in the instant case is whether the workman has completed 240 days as alleged. The workman has filed certain vouchers. It appears from perusal of the vouchers that voucher dated 26-11-1983 is in the name of Mukesh Kumar (Mannu), voucher dated 21-11-1983 in the name of Mukesh Kumar (Mannu). He has filed voucher dated 11-02-1984. It is in the name of Kisan Kumar (Munna). Voucher dated 27-10-1984 is in the name of Kishan Kumar Goel (Munna), voucher dated 28-04-1984 is in the name of Kishan Kumar Goel (Munna), voucher dated 06-04-1984 is in the name of Shri Kishan Kumar Goel (Munna), voucher dated 22-06-1984 is in the name of Kishan Kumar Goel, Cheque dated 06-02-1987 for Rs. 270/- is in the name of Kishan Kumar Goel. So it becomes quite obvious that only two vouchers relate to Kishan Kumar Goel. Voucher dated 09-06-1984 is for Rs. 68.40 and voucher dated 22-04-1984 is for Rs. 68.40 and cheque dated 06-02-1987 is for Rs. 270/-.

It was submitted from the side of the management that the workman has forged the vouchers and he has written Munna in bracket against the name of Kishan Kumar Goel and Mukesh Kumar. Kishan Kumar Goel (Munna) and Kishan Kumar Goel cannot be one and the same person. It is not his case that his name was Munna also.

According to the management he has worked from 31-01-1984 to 23-06-1984 and he has been paid Rs. 695.40 as labour charges. The vouchers filed in this case are forged. It has been held by the Hon'ble Supreme Court that the workman should give other evidence than only his affidavit. The workman has filed only three vouchers relating to his name. So he has received labour charge amounting to Rs. 695.40. The case of the management is that he was engaged on the basis of need and exigencies of work on a stop gap arrangement. The workman applicant has failed to prove his case. He has not worked for 240 days. He has worked only for almost 60 days during a long period from 23-01-1984 to 23-06-1984. It amply establishes the fact that his engagement was need based and as a stop gap arrangement. Whenever some employee was on leave he was engaged. He has been given only engagement for 12 to 6 days. In view of the nature of his work he was engaged on the basis of need and such work cannot be treated as continuous work and he is not entitled to get benefit of 25 F, B, G and even H. He has failed to establish the averments of his claim statement.

The reference is replied thus :—

The action of the management of United India Insurance Co. Ltd in terminating the services of Shri Kishan Kumar Goel, Sub Staff w.e.f. 15-07-1984 is legal and justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Date : 09-01-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2006

क्र. आ. 755 .— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय, जीवन बीमा निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण हैदराबाद के पंचाट (संदर्भ संख्या 66/2005) को प्रकशित करती है, जो केन्द्रीय सरकार को 25-01-06 को प्राप्त हुआ था।

[सं. एल-17025/1/2006-आई. आर. (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th January, 2006

S.O. 755.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 66/2005) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the annexure in the Industrial Dispute between the employers in relation to the management of M/s. LIC and their workman, which was received by the Central Government on 25-01-06.

[No. L-17025/1/2006-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT-HYDERABAD

PRESENT:

Sri T. Ramachandra Reddy, Presiding Officer

Dated the 30th day of December, 2005

INDUSTRIAL DISPUTE L.C.I.D. NO. 66/2005

Old I.D.(C). No. 7 of 1997 Transferred from Industrial
Tribunal-cum-Labour Court, Warangal

BETWEEN:

G. Vara Prasad, Ex. Assistant,
H.No. 5-11-511, Vidyanarayapuri,
Near KU Police Station,
Hanumakonda.

.....Petitioner

AND

I. The Zonal Manager,
LIC of India, South Central Zone,
"Jeevan Bhagya", Saifabad,
Secretariat Road,
Hyderabad.

2. The Divisional Manager,
LIC of India,
Divisional Office,
Balasamudram, Hanamkonda,
Dist. Warangal.
3. The Divisional Manager,
LIC of India,
Karimnagar Divisional Office,
Karimnagar. Respondents

APPEARANCES :

- For the Petitioner : M/s. A.K. Jayaprakash Rao,
K. Ajay Kumar,
M. Govind, Advocates
- For the Respondent : M/s. E.S. Kumar,
P. S. Anjaneyulu, Advocates

AWARD

This is a case taken under Sec. 2 A(2) of the I.D. Act, 1947 by the Industrial Tribunal-cum-Labour Court, Warangal in view of the judgment of the Hon'ble High Court of Andhra Pradesh reported in W.P. No. 8395 of 1989 dated 3-8-1995 between Sri U. Chinnappa and M/s. Cotton Corporation of India and two others and transferred to this Court in view of the Government of India, Ministry of Labour's order No.H-11026/1/2001-IR (C-II) dated 18-10-2001 bearing I.D. No. ID(C) 7/1997 and renumbered in this Court as L.C.I.D. No. 66/2005.

2. The Petitioner Sri G. Vara Prasad raised a dispute filing the claim application against the above Respondents. The brief averments made by the Petitioner in the claim petition are : That while he was working as Assistant under second Respondent at Ramagundam branch office, he was suspended on 11-7-1990 on some flimsy charges alleging that he is responsible for involving in fraudulent transactions in obtaining loans on lapsed policies by utilizing undelivered policy bonds and also manipulating relevant office records and subsequently he was removed from the services by order dated 29-2-1996 after considering the enquiry report. The Petitioner preferred an appeal to the first Respondent on 2-4-1996 and the same was rejected on 16-10-1996 without examining the records in violation of the principles of natural justice. The Enquiry Officer framed four charges against the Petitioner and concluded his enquiry holding that the charges 3 & 4 are proved. In respect of the 3rd charge, it is alleged that the Petitioner taken a cash payment of loan of Rs.1000 on 2-6-1989 pertaining to the policy No.60906122 by identifying a person other than the policy holder Sri B. Rama Swamy, as a policy holder. In support of the 4th charge, the Enquiry Officer concluded that the Petitioner unauthorisedly in possession of 13 policy documents which were taken from the branch office even though there was conflicting evidence with regard to the recovery of the said policy documents. It is further alleged that the Enquiry Officer without appraising the evidence on record with ulterior motive arrived to the conclusion holding that the charges No.3 and 4 are proved. The

appellate authority also without applying its mind and appraising the evidence on record confirmed the report of the Enquiry Officer. It is further submitted that the documents relied by the Enquiry Officer were received by him without notice to the Petitioner and further the Petitioner has not given an opportunity to take the help of an advocate or law knowing person and to defend his case, in utter violation of the principles of natural justice.

3. The Respondent No. 2 filed his counter and denied the averments made in the claim statement and pleaded that after conducting due enquiry by the Enquiry Officer and giving reasonable opportunity to the Petitioner. The Enquiry Officer submitted his report concluding that the charges 3 and 4 are proved which amounts to misconduct. The appellate Authority also perused the entire record of disciplinary proceedings and confirmed the penalty of removal from service under regulation 39(1) of LIC of India (Staff Regulation, 1960). The Enquiry Officer as well as the Appellate Authority duly recorded the reasons for coming to the conclusions. It is further contended that the copies of the documents which are relied by the presenting officer during the course of enquiry are furnished to the Petitioner and the witnesses were examined in presence of the Petitioner and full opportunity was given for cross examining them and further the Petitioner has examined his wife in his defence. The Enquiry Officer has given his findings each charge in his report by duly appraising the evidence on record and found the Petitioner guilty under charges 3 and 4. The Petitioner was also given an opportunity to take services of his co-employee in his defence and the Petitioner was not permitted to engage an advocate to assist him since the enquiry is a departmental domestic enquiry in nature. The Enquiry Officer as well as the presenting officer are the employees of the Respondent Corporation and the rules provides to give the assistance of his co-employee but the Petitioner has chosen to defence himself personally and the enquiry was conducted in accordance with the provisions of LIC of India (Staff Regulations, 1960) and the standing instructions of the corporation issued from time to time and the penalty was imposed taking into the gravity of charges proved against the Petitioner.

4. This tribunal held that the enquiry conducted by the Management is proper and valid by its order dated 28-10-2005 and the Enquiry Officer observed the principles of natural justice and given an opportunity to the Petitioner and concluded the enquiry by giving reasons. The Enquiry Officer held that out of four charges, charges 1 and 2 are not proved, for want of sufficient evidence and charges 3 and 4 are proved. However, the appellate authority has deferred with the Enquiry Officer and held that all the charges are proved giving reasons for his conclusions. The Petitioner was served with chargesheet dated 11-2-99 and the petitioner did not choose to give explanation on the ground that records are not furnished during the enquiry, the documents on which the Presenting Officer has relied are furnished to the Petitioner and given an opportunity to cross examine the witnesses. The four charges served on the Petitioner as per chargesheet are as follows :

- (i) That the Petitioner has unauthorisedly taken delivery of the following loan payment cheques without any authority from the policy holders concerned. The applications for these loans were submitted with the forged signature/thumb impression of the policy holders without their knowledge and consent. These policies were in lapsed condition without acquiring any value. However, the premium position was tampered with in such a way to show that the policies become eligible for loans and accordingly loan payments were made. Further the Petitioner with a malafide intention destroyed the policy file, loan ledger sheet and policy ledger sheet in respect of policy number appearing at Serial No. 1 and 2.

Sl. No.	Policy No.	Name of policy holder	Loan amount	Cheque No. & date
1.	46900075	Mohd. Hussain	Rs.6000/-	268779 dt. 18-6-90
2.	46900200	V.Ramaswamy	Rs. 5670/-	268401 dt. 7-6-90

- (ii) That the Petitioner has fraudulently encashed the above cheques through bank account of Sri P. Ashok, Agent of Ramagundam B.O. with Andhra Bank Ramagundam and received the proceeds of the cheques from Sri P. Ashok. Thus he has misappropriated the funds belonging to the corporation and derived illegally undue pecuniary benefit from these transactions.
- (iii) That he has taken cash payment of loan of Rs. 1000/- on 2-6-1989 pertaining to policy No. 60906122 by identifying a person other than the policy holder Sri B. Ramaswamy as the policy holder. Thus he has misappropriated the funds belonging to the corporation and derived illegally undue pecuniary benefit from these transactions.
- (iv) That he has been found to be unauthorisedly in possession in your house the following undelivered policy documents which were taken by you from the Branch Office. He returned these 13 policy documents to Sri S. Srinivasa Rao, Administrative Officer through Sri K. Visweswara Rao, Development Officer on 26-9-90.

1. 45804509	2. 45850031	3. 45895590	4. 46900370
5. 45804498	6. 45895593	7. 46888436	8. 46900091
9. 60595156	10. 60595406	11. 60595442	12. 60597165
13. 60599659			

The Enquiry Officer examined 15 witnesses in the enquiry and 15th witness is no other than the wife of the Petitioner. In respect of charge No. 1, the Enquiry Officer observed that there is no evidence to show that the loan

payment cheques relating to these policies were received by the Petitioner from the office and the loan file subsequently traced out. As such the charge of destroying the files was dropped. In respect of charge No. 2 that the Petitioner has fraudulently encashed two loan payment cheques referred in charge No. 1 through the bank account of Sri P. Ashok, agent of Ramagundam with Andhra Bank was held to be not proved.

5. In respect of charge No. 3 that the Petitioner has taken cash payment of Rs. 1000/- on 2-6-87 pertaining to the policy No. 60906122 identifying a person other than the policy holder Sri B. Ramaswamy. During the enquiry Sri B. Ramaswamy has taken that he did not obtain any loan and the signatures on the loan papers were not signed by him. The signature of the policy holder was identified by the Petitioner and the policy was lapsed policy and further the policy on which loan was raised is a lapsed policy due to non-payment of the first premium. The Petitioner has admitted that he identified policy holder B. Ramaswamy on 2-6-89 and signed on relevant papers.

6. In respect of fourth charge the Enquiry Officer considering the statement of Sri N. Srinivasa Rao and Sri Visweswara Rao found that 13 undelivered policy documents were found in unauthorized possession of the Petitioner even though there is slight variation in the evidence of Sri Srinivasa Rao and Sri Visweswara Rao. Sri Visweswara Rao has stated that while he was on his way to Sri Chakradhara Rao's house on 29-6-90, the Petitioner and his wife met him and handed over policy bonds and that the same were handed over to Srinivasa Rao, A.O.

7. The Learned Counsel for the Petitioner contended that the Enquiry Officer has not properly appraised the evidence and concluded that the charges 3 and 4 are proved. On the other hand, the Learned Counsel for the Respondent contended that the Petitioner is the Incharge of loans branch and that he updated the premium position on the lapsed policies for getting eligibility and manipulated the loan applications and withdrawn the amount by identifying the fictitious person as Sri B. Ramaswamy and misappropriated the same and further contended that the enquiry was conducted by the Management by observing principles of natural justice under the provisions of LIC of India, 1963 and further pointed out that strict rules of evidence are not applicable. He further contended that Sec. 48(2) (CC) of LIC of India Staff Regulations, 1960 as over riding fact over the provisions of Industrial Disputes Act, 1947. As such this tribunal cannot interfere with the findings of the Enquiry Officer.

8. It is not a dispute that this Tribunal has power to interfere with the finding of the Enquiry Officer, provided that the findings are perverse by giving cogent reasons. In the present case the Enquiry Officer in his report dated 3-12-1994 has given his findings under each charge duly considering the evidence recorded during the enquiry proceedings and found that charges 3 and 4 are proved. On perusing the report I found there is

preponderance of probability pointing, the Petitioner's involvement in tampering the premium position and identifying the fictitious person and withdrawing the loan amount. It should be noted that the loan received under charge No. 3 was repaid subsequently by the Petitioner. The evidence on record placed during the enquiry only suggest the involvement of the Petitioner in obtaining loan under undelivered lapsed policies. It is significant to know that the chit recovered from the table of the Petitioner shows the numbers of the policies which are subject matter of the enquiry. In respect of charge. No. 4 there is a slight variation in the deposition of the witnesses as regards the place of collection of policy bonds from the Petitioner. But the evidence on record shows that undelivered policies are recovered from the possession of the Petitioner and the minor contradiction regarding the place of collection of policy bonds is not of much consequence. The evidence on record clearly establishes that the Petitioner has identified fake policy holder and manipulated loan applications and received the loan amount and misappropriated. On considering the material on record, I did not see any reason to interfere with the findings of the Enquiry Officer.

9. The provisions of LIC Staff Regulations, 1960 have overriding effect only in respect of Sec. 25F of Industrial Disputes Act, 1947. Since the duties, functions of the LIC employees are peculiar setting necessary targets to the employees in the contract of their employment.

Therefore, the Petitioner is dismissed.

Award passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri, Personal Assistant transcribed by her corrected and pronounced by me on this the 30th day of December, 2005.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner	Witnesses examined for the Respondent
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NIL

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 27 जनवरी, 2006

का. आ. 756.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोझीकोड के पंचाट (संदर्भ संख्या 1/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 25-1-2006 को प्राप्त हुआ था।

[सं. एल-17012/14/2002-आई आर (बी-II)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 27th January, 2006

S.O. 756.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 1/2003) of the Labour Court, Kozhikode as shown in the annexure in the Industrial Dispute between the management of LIC of India and their workman, which was received by the Central Government on 27-01-2006.

[No. L-17012/14/2002-IR (B-II)]

B. M. DAVID, Under Secy.

ANNEXURE

IN THE LABOUR COURT, KOZHIKODE, KERALA STATE

Dated this the 14th day of December, 2005

PRESENT:

Shri K. Balasubramanian, B. Com., LL.b.,
Presiding Officer

I.D. (C) No. 1/03

BETWEEN

The Senior Divisional Manager,Management
LIC of India,
Divisional Office,
Jeevan Prakash,
P.B. No. 177,
Calicut-673 001.

AND

T. Govindankutty,Workman.
Kuttithody House,
Kommeri,
Calicut-673 007.

REPRESENTATIONS

Sri Cleetus Chacko, : For Management.
Advocate,
Calicut.

Sri M. Ramachandran, : For Workman
Advocate,
Calicut.

AWARD

The worker involved in the dispute by name Sri T. Govindankutty was employed as a sub-staff in the Kozhikode branch of the management, LIC of India. He was deputed to deposit certain cheques and cash to the tune of Rs. 18,404.40/ with the bank. The worker deposited the cheques whereas he did not remit the cash. He did not also report back for duty in time. Consequently the worker was charge sheeted for misappropriating the management's funds and for not reporting back to the office and attend duty. After undergoing the necessary formalities a domestic enquiry was held into the charges. The Enquiry Officer found the worker guilty of the charges and accepting the report, the management removed the worker from service as punishment by invoking Regulation 39 of LIC of India (staff) Regulations. Aggrieved, worker submitted an appeal which was also truned by the Appellate Authority. Thereafter the dispute raised by the worker was referred to this Court as per Order No. L-17012/

14/2002-IR (B-II) dated 10-12-2002 U/s. 10(1) and 2A of the Industrial Disputes Act to adjudicate as to :

“Whether the punishment of removal from service by the management of LIC of India imposed on Sri T. Govindankutty is legal, justified and proportionate to the misconduct allegedly committed by him? If not, what relief the workman is entitled to?”

2. Both parties filed their respective statements. Fairness and propriety of the domestic enquiry was considered as a preliminary point and this Court held that the enquiry is not vitiated on any grounds. Thereafter both parties were heard on the proportionality of punishment. No further evidence was adduced.

3. The only point for consideration is :

“Whether the impugned punishment is excessive or not?”

4. Point.—It is in evidence that the management entrusted some cheques and cash with the worker for remitting in the bank. The worker did not remit the cash whereas he deposited the cheques. It was also proved in evidence that the worker did not report back for duty in time. The worker attempted to justify his conduct stating that the loss occurred on account of his mental abnormality stimulated by mental tension. On the basis of the available materials the Enquiry Officer as well as this Court held that the so-call mental abnormality stated by the worker is nothing but a rouse to wriggle out of his liability and responsibility. The conduct of depositing the cheque leaf without depositing the sizable amount of cash itself speaks in volumes. The worker has also no specific case that the punishment was imposed by way of victimisation or is vitiated on account of unfair labour practice. The management is a public sector undertaking dealing with public money. As correctly pointed out by the learned counsel for the management, these types of unholy acts of the employees will only effect the confidence and reputation of the institution among general public. If a worker conducts himself in a way inconsistent with the favourable discharge of his duty in the service, it is a case of mis-conduct which justifies the imposition of extreme penalty since the existence of duty is the foundation of mis-conduct and non observance, breach of dereliction of duty. The offence of theft or mis-appropriation of money committed by the worker shows that he is dishonest and his suitability and reliability to continue in service is liable to be effected by that reason. The worker was also not able to state any grounds for taking a lenient view. The criminal case charge sheeted in respect of the incident has also resulted in conviction though the same is pending consideration in appeal. On a meticulous consideration of the relevant facts and circumstances, I hold that the punishment imposed on the worker is just and adequate to the proved mis-conduct and the same does not call for any interference.

5. In the result, an award is passed upholding the action of the management in removing the worker from service.

Dictated to the Confidential Assistant, transcribed by here, revised, corrected and passed by me on the 14th day of December, 2005.

K. BALASUBRAMANIAN, Presiding Officer

APPENDIX

Witnesses examined and documents marked from the side of the Workman :—

—NIL—

Witnesses examined from the side of the Management :—

MW1—V.N Bhattathiri.

Documents marked from the side of the Management :—

Ext. M1—Enquiry Officer's Report as the Enquiry conducted from 24-12-1996 to 9-6-1997 into the charges against the worker.

Ext. M2—Disciplinary Proceedings against the worker, T. Govindankutty of L.I.C. of India, Kozhikode.

नई दिल्ली, 27 जनवरी, 2006

का.आ. 757.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, नई दिल्ली नं.-II के पंचाट (संदर्भ संख्या 224/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-12012/191/1999-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 27th January, 2006

S.O. 757.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 224/1999) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure, in the Industrial Dispute between the management of Union Bank of India and their workman, received by the Central Government on 27-1-2006.

[No. L-12012/191/1999-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer: R. N. RAI

I. D. No: 224/1999

IN THE MATTER OF :

Shri Mukesh Kumar,
S/o. Shri Ram Mehar Singh,
V & P.O : Chakarpur,
Gurgaon (Haryana).

VERSUS

Union Bank of India,
The Dy. General Manager,
UBI, Shaheed Bhagat Singh Place,
Gole Market, New Delhi - 110001.

AWARD

The Ministry of Labour by its letter No. L-12012/191/99/TR(B-II) Central Government Dated 12-11-1999 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the action of the management of Union Bank of India in terminating the services of Shri Mukesh Kumar, Peon w.e.f. 6-12-1996 is just and legal? If not, what relief is the workman entitled to and from which date.”

The workman applicant has filed claim statement. In the claim statement he has stated that he had been in the employment of the Bank since 01-06-1992 at Chakarpur and had been paid wages on voucher. Right from 01-06-1992 to the date of termination on 06-12-1996 the workman had been performing duties of Peon, though the designation till April, 1995 was Safai Karamchari. However, the wages were not paid in the name of the workman. The signature of the workman was obtained by the Officer/Accountant on plain vouchers only cash was given to the workman at the rate of Rs. 15/- per day, but excluding Sundays and other holidays. Only from 01-05-1995 to 06-12-1996 the wages were paid in the name of the workman himself on vouchers. The designation of workman from 01-05-1995 was Peon. The termination of services of the workman is illegal and invalid.

That the services of the workman right from 01-06-1992 to 05-12-1996 was continuous except from artificial breaks. Though the label of Safai karamchari and Peon were there on the workman, as stated above, the workman did perform duties of Peon right from 01-06-1992. The duties performed by the workman include clearing of Cheques, to visit post office for posting letters/registry, stitching of vouchers, to open bank, doing safai work of dusting of tables and records, moving records and instruments/documents from one table to another, bringing of oil for generator, and other regular duties. Timings of duty of workman was from 9 a.m. to 7 p.m. But the workman was not paid any over time not even scale wages or regular pay scale and other benefits as are payable to regular peon in the Bank. The bank extracted permanent and perennial nature work of peon continuously from the workman at a pittance. The last drawn wages of the workman was Rs. 1320/- in a month. The workman was not paid for holidays and Sundays.

That the workman was paid conveyance allowances whenever he was asked to do out door work. The workman was not allowed to mark attendance. The Bank may call his employment as casual or temporary. But the fact was that duties performed by the workman were of regular peon. The duties were of permanent in nature and continuous one. Continuous employment itself is indicative of availability of vacancy.

That the termination of services of the workman was illegal, invalid and *void ab initio* being violative of Section 25 F of the ID Act. The workman had put in more 240 days of services in the Bank. No retrenchment notice, or notice pay, nor any compensation was paid to the workman. The principle of last come first go was also not followed. No seniority list as required under Rules 76 and 77 of Central Rules was maintained by the Bank. Hence the termination is illegal and invalid. It is also in violation of principles of natural service. No written order of termination was issued.

That under clauses 20.7 and 20.8 of the First BPS temporary appointment could be made only for less than three months that too only for the contingencies stated therein otherwise not. The workman was not appointed either on leave vacancies of due to increase in the volume of work. There existed lot of work at the extension counter of Chakarpur, which became a full-fledged branch in 1994. The very fact that the workman was continued right from 01-06-1992 to 06-12-1996 itself is a sufficient proof that there existed vacancies. Under para 535 of Shastri Award the bank is required to issue written order of appointment, but the bank has violated this provision by not issuing any written order of appointment. Similarly the Shastri Award provides for issuing notice before termination of services. In violation of the provisions of Shastri Award and Desai Awards and BPS the services of the workman were terminated.

That the action of the Bank in not issuing order of appointment, not paying regular scale wages and other allowances/benefits, not allowing to mark attendance, extracting regular and permanent nature of work, terminating without notice or retrenchment compensation, not paying wages in the name of workman himself from June, 1992 to April, 1995, labeling the workman as Safai Karamchari, but extracting regular peon work, etc., are conclusively prove that the Bank has committed unfair labour practice as defined under Section 2 @ and as provided in the Vth Schedule of the ID Act, 1947.

That the workman had put in continuous period of more than days 240 and is entitled to the protection of Section 25 F of the ID Act, 1947. Hence, he is entitled to remain in the employment of the Bank. Though the workman used to work beyond the normal working hours, he was not paid over time wages. The Bank has also violated Section 25 H and G of the ID Act, 1947 in far as many new/fresh hands have been employed after the termination of the workman, no opportunity was given to the workman before employing fresh/new hands.

That the workman sent a demand notice demanding reinstatement vide his demand notice dated 13-01-1997 to the Branch Manager. In May, 1997 the workman raised industrial dispute which resulted in the present reference to this Hon'ble Tribunal. That employing as casuals/temporary/daily wages is unfair labour practice being in negation of the object and scope of the ID Act, 1947. That when even a person who works satisfactorily in a permanent post/vacancy is considered fit to be made permanent in terms of the relevant provisions of the Shastri Award, as modified in the Desai Award, governing the workmen

appointed on probation, the workman concerned herein, whose employment was continued even beyond six months, would be deemed to have been found suitable for permanency after he had worked satisfactorily for much more than six months.

That non-issuing of appointment order in violative of para 495 of Shastri Award and this would not detract or disentitle the workman from the fact that he is entitled to permanent employment in the Bank. In view of the long and continuous service the workman is deemed to be a permanent employee of the Bank.

The Management has filed written statement. In the written statement it has been stated that the applicant Mr. Mukesh Kumar was never appointed as a workman in any capacity and therefore there is no relationship of workman with the Management. That the Manager has got no power to appoint any one and no one can be appointed without the due process of law i.e. from calling names from employment exchange, calling for interview and advertisement etc. for the post etc. for which people are required to be appointed. That since the workman was never appointed on any post therefore there was no question of this service being terminated.

The applicant was never appointed by the Bank or by the Manager against any post and question of payment of wages does not arise. It is denied that he was appointed in the year 1992 or in the year 1996 by Manager and or he was given payment of wages on vouchers as alleged.

The applicant was never appointed as alleged nor any such work was taken as alleged. The management has to pay salary to the workman who has appointed according to the rules and regulations of the bank after complying with due procedure etc. and even otherwise also the workman has to be paid the minimum salary if he is employed and minimum salary in the Bank is Rs. 2750+ DA, HRA etc. per month. The name of the workman is not on the Muster roll and this is because he was never appointed as workman. The applicant might have been doing work of Safai in the morning only on daily wages and not for whole day.

The applicant had never been appointed as workman in any capacity therefore there is no question of giving him any job as alleged. Let the applicant produce the appointment letter. The applicant was never asked to do any work as alleged by the Management. There is no question of employment in casual or on temporary.

The Manager has no power to appoint any one and if the bank employees someone then he is to be employed only after the procedure as applicable. Since the workman was never a workman and there is no relationship of the workman and employer therefore there is no question of his working for 240 days or complying with the requirement of ID Act or giving him any notice or compensation etc. as alleged. The applicant was never appointed as workman in any capacity by the bank.

Since the applicant had not been appointed there was no question of putting him in any list of seniority etc.

when applicant has not been appointed at all where is the question of termination of his services.

The applicant was never appointed and appointment has to be done in accordance with the rules and regulations of the bank. Extension counter as full fledged branch does not show that applicant was appointed as peon as alleged. Reference to the various clause of the award does not help the applicant. Since the applicant had never been appointed there is no question of issuance of the appointment letter or termination letter or issuance of notice before termination.

Since the applicant was never appointed against any vacancy there is no question of 240 days etc., or violation of any of the rules or not paying overtime. The applicant was never asked to do over work. This is for the applicant to apply for the post and not for the management if there was any vacancy advertised.

The workman applicant has filed rejoinder. In the rejoinder he has reiterated the averments of his claim statement and has denied most of the Paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he was engaged from 1-06-1992 at Chakarpur Branch and has been paid wages on vouchers. He worked from 6-12-1996 and he was given designation of Safai Karamchari in April, 1995. The signature of the workman was obtained on plain voucher and he was paid @ Rs. 15 per day excluding Sundays and other Holidays. From 1-5-1995 to 6-12-1996 wages were paid in the name of the workman himself on vouchers and the designation to him was of Peon.

It was submitted from the side of the management that he has worked only for 104 days in 1996 for short period. Whenever there was exigency or need he was called and payment to him was made on the vouchers.

It is not the case of the workman that some juniors to him have been retained in service and he has been retrenched. No name of any junior, regularized has been mentioned.

In case he has worked for 240 days in view of Section 25F of the ID Act he is entitled to get pay in lieu of notice and retrenchment compensation. It is his duty to prove that he has worked for 240 days continuously and he has not been made payment of pay in lieu of notice and retrenchment compensation. His averment on affidavit is not sufficient as has been held by the Hon'ble Supreme Court in several cases. The workman has attached copy of vouchers with the record. It appears from perusal of the photocopy of the vouchers that vouchers have been prepared in the name of Ram Kisan and he has put his signature over the leaf of the voucher. He has received money but the vouchers have been prepared in the name

of Shri Ram Kisan. From 6-1-1996 to June, 1996 he has received Rs. 180 on 1-6-1996 Rs. 150 on 6-4-1996. If all the vouchers are taken into consideration he has worked only for 4—5 months in all as per payments made to him. It was his duty to establish that he has worked continuously for 240 days by cogent and reliable evidence. He has not filed any document in support of his averments in claim statement so merely on the basis of affidavit it cannot be said that he has worked continuously for more than 240 days and he is entitled for retrenchment compensation.

The Management witness has admitted that he has worked from 6-1-1996 to 1-6-1996 for 104 days as Safai Karamchari. The workman has himself admitted in his cross examination that he was a part time employee. According to his own admission the workman was a part time employee whereas he has asserted in his claim that he worked from 1992 to 1996 as regular employee. The workman has failed to establish that he has worked continuously for 240 days and his averments in affidavit and in claim statement do not carry any conviction. There are contradictions in his evidence and statement.

The reference is replied thus :—

“ The action of the management of Union Bank of India in terminating the services of Sh. Mukesh Kumar Peon w.e.f. 6-12-1996 is just and legal. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly.

Dated: 24-1-2006

R. N. RAI, Presiding Officer

नई दिल्ली, 27 जनवरी, 2006

का.आ. 758.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिडिकेट बैंक के प्रबंधन के संबंध में निदेशों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नई दिल्ली नं.-II, के पंचाट (संदर्भ संख्या 102/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-12011/109/2000/आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 27th January, 2006

S.O. 758.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 102/2000) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. II as shown in the Annexure, in the Industrial Dispute between the management of Syndicate Bank and their workman, received by the Central Government on 27-1-2006.

[No. L-12011/109/2000-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT-II, NEW DELHI

Presiding Officer: R. N. RAI

I. D. No: 102/2000

IN THE MATTER OF :—

Shri S.S. Brahmi,
C/o. Syndicate Bank Staff Association,
The Asstt. Secretary, SB Staff Association,
Ram Naresh Bhawan, Tilak Gali,
Paharganj, New Delhi-55

VERSUS

The Asstt. General Manager,
Syndicate Bank,
6- Bhagwan Dass Road,
Sarojini House,
New Delhi - 110001.

AWARD

The Ministry of Labour by its letter No. L-12011/109/2000/IR(B-II) Central Government Dated. 11-9-2000 has referred the following point for adjudication.

The point runs as hereunder :—

“Whether the compulsory retirement of Shri S.S. Brahmi workman by the management of Syndicate Bank is legal and justified? If not, to what relief the workman is entitled to.”

The union on behalf of the workman has filed claim statement. In the claim statement it is stated that Shri Shyam Sunder Brahmi had been working in Syndicate Bank as Stenographer since 7th November, 1974. While he was posted at Dhaula Kuan Branch he was served with a charge sheet dated 26-6-1998. In the charge sheet the acts of workman which constitute Gross Misconduct stated that the workman while submitting explanation to the latter dated 18/26-5-1998 issued by the Manager instead of specifically replying to the allegation alleged against him questioned the authority of the Chief Manager of the Branch and also made allegation against him (the Chief Manager) by using indecent language. The charge sheet further contended that the workman's act amounted to not keeping proper decorum in correspondence and showing scant regards to higher authority whereby attracting provisions of clause 19.5 (g) and 19.5 (j) of the BPS which is of gross misconduct of disobedience of lawful orders of superior and doing acts prejudicial to the interest of the Bank.

After a farce called domestic inquiry in which the management of cantonment branch was the sole

management witness, the Inquiry Officer submitted his findings dated nil stating therein the charges have been proved.

The Disciplinary Authority i. e. the Dy. General Manager proposed the punishment of compulsory retirement to the workman which he confirmed after giving a personal hearing.

The Appellate Authority, the General Manager also dismissed the appeal in a mere mechanical manner without considering the merits of the case. Failing to get justice the union raised an Industrial Dispute before the Office of Labour Commissioner, New Delhi resulting in this reference for adjudication. The act of the management in Compulsory Retiring Shri Brahmi from the service of the bank is not correct and is against the law of the land.

Punishment of termination of services by way of Compulsory Retirement is not commensurate with the charges leveled against the workman and therefore, very excessive and disproportionate to the gravity of the charges.

Assuming but not admitting the allegation against the workman is that his act of writing a letter in reply to the Managers of the branch questioning his authority and also making allegation against the Chief Manager by using indecent language amounted to not keeping proper decorum in correspondence and showing scant regard/courtesy to his higher authority.

Though this allegations come under minor misconduct vide clause 19.7 (j) of the BPS for which the punishment is either warning or at best stoppage of one increment but not longer than six months.

The Bank did not suffer any financial loss. The management could also not show any particular order which the workman had disobeyed.

It is unfortunate that the innocent and good worker was victimized by awarding this extreme punishment. His appeal that he has a daughter or marriageable age and his termination at his stage will adversely affect her life remained unnoticed in a very un-human behaviour. The workman had put in 25 years of service in the Bank with a clean chit and unblemished records.

The workman is an activist of Syndicate Bank Staff Association. He was an elected Central Executive Committee Member in the Conference held at Bangalore in the year 1998 at the time of this incident. He has been subjected to victimization, harassment and humiliation at the hands of the management for his trade union activities.

Some of the glaring examples amongst several others are appended which were raised by the workman in his letter dated 28-5-1998 to the Manager in reply to his letter dated 18/26-5-1998 which were in continuation to his various earlier representations.

(a) In the year 1998 he was not disbursed with his salaries from Feb., 1998 to April, 1998 however, whereas the income tax was deducted and paid to the Income Tax Authorities since these amounts were taken on record in the Form-16 duly signed by the then manager, Shri Satish Puri.

(b) Because of non-payment of salaries the workman approached the Manager with a request seeking a loan against his NSC as per bank's rules. The Manager got the lien marked on the NSC in favour of the Bank with postal authorities. The Manager neither gave the loan nor got the lien cancelled.

Even the Manager did not return the NSC to the workman.

(c) The workman was not allowed to avail of Leave Fare Concession.

(d) The workman was, and is being deprived of his rightful earned Stagnation Increment w. e. f. from the year November, 1996 onwards.

(e) Though the workman was entitled for entrustment of duties of Temporary Special Assistant which attract higher allowance as per his branch seniority per se he was denied the same.

LCA No. 5/95 for recovery of an amount of Rs. 17,424 is already pending before this Hon'ble Tribunal.

(f) The workman was asked by the Manager vide his letter dated 18/26-5-1998 seeking his explanation for leaving the branch before close of office hours on 3-5-1998.

The said letter was served on 28-5-1998 i. e. after 25 days of the incident howsoever imaginative. The workman promptly submitted his reply on 28-5-1998 itself. This shows that the workman has followed instructions of the Manager.

The management has filed written statement. In the written statement it is stated that the workman was working as a Stenographer at Delhi Cantt. Branch. The local management called for the explanation of the workman in the matter of certain irregularities observed on his part. The workman in response to the same instead of replying specifically to the allegations, he questioned the authority of Chief Manager and also made allegations against him by using indecent language. The workman was charge sheeted vide charge sheet dated 26-06-1998 for gross misconduct of disobedience of lawful and reasonable orders of the superior vide clause No. 19.5 (e) and doing acts prejudicial to the interest of the Bank vide clause No. 19.5 (j) of BPS. It was decided to proceed against the workman departmentally and inquiry officer was appointed

by the competent authority to conduct the inquiry into the matter. Thereafter, the Inquiry Officer conducted the inquiry by giving fair and reasonable opportunity to the workman to defend his case. The Inquiry Officer after holding the inquiry submitted his report confirming that the charges leveled against the workman were conclusively proved in the inquiry. During the inquiry, the workman posed impertinent and irrelevant questions which were not relevant to the charges leveled against the workman. The Inquiry Officer at every stage of the inquiry advised the workman and his defence representative to put questions relevant to the charges despite this, the defence representative during the cross examination raised unnecessary and irrelevant objectionable questions, which were disallowed by the Inquiry Officer. The defence representative without any just cause left the Inquiry Forum without completing the cross examination of the management's witnesses. Thereafter the workman himself continued the cross examination and also behaved in the same manner. The workman started dragging the inquiry in different directions by posing irrelevant questions and also disobeyed the rulings/directions of the Inquiry Officer and it was not practically possible for the Inquiry Officer to proceed further in view of the arrogant attitude of the workman. The conduct of the workman was uncooperative and his intentions was to somehow compel the Inquiry Officer to take action against the undesirable conduct of the workman, so that the Inquiry Officer was not in a position to continue the inquiry in the presence of the workman and he can take the benefit later on. The workman kept on putting irrelevant questions despite the directions given by the Inquiry Officer, as such, the Inquiry Officer was left with no other alternative to conclude the cross examination of MW-1 and further the workman refused to sign the inquiry proceedings on page 11 (up to page 10 workman had duly signed) despite the directions given by the Inquiry Officer, since it was a practically impossible for the Inquiry Officer to go ahead further with the inquiry. The Inquiry Officer has fixed the proceedings at 2.30 on 07-12-1998 to hear defence side and in spite of the opportunity given the workman did not lead any evidence.

The disciplinary authority after perusal of all the records placed before him and having regard to the gravity of misconduct proved against the workman awarded the punishment of compulsory retirement from the service of the Bank. The personal hearing was also given by the Disciplinary Authority on the proposed punishment and after satisfying himself that the proposed punishment is not disproportionate to the gravity of misconduct committed by the workman and taking into the consideration the submissions made by the workman awarded the punishments. The Appellate Authority also afforded the opportunity of personal hearing and did not find any extenuating factor warranting reconsideration of

the punishment awarded by the Disciplinary Authority or to take lenient view. A perusal of the proceedings would reveal that the Appellate Authority have considered all the aspects of the case and has given finding by a speaking order.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the records. It is pertinent to mention that at the outset the fairness of inquiry has been decided by order dated 22-09-2005 and no infirmity or defect in the proceedings of the inquiry was found and the inquiry was held valid by order dated 22-09-2005.

It was submitted from the side of the workman that charges have been framed on the basis of indecent language of the letter sent by the workman on 28-05-1998 and on no other matter.

It was submitted that he was working as a Stenographer at Delhi Cantonment Branch. The local management called for explanation of the workman in the matter of certain irregularities observed on his part. The Workman in response to the same instead of replying specifically to the allegations questioned the authority of Chief Manager and also made allegations against him by using indecent language. He was charge sheeted by order dated 26-06-1998 for gross mis-conduct of disobedience lawful and reasonable order of the superiors vide clause no. 19.5 (e) and doing act prejudicial to the interest of the bank vide clause no. 19.5 (j) of Bipartite Settlement.

It was submitted from the side of the workman that in the charge sheet no act prejudicial to the interest of the Bank vide clause no. 19.5 has been mentioned. I have perused the charge sheet. The charge sheet is regarding the indecent language of the letter dated 28-05-1998. Charges have not been framed regarding any act of the workman applicant while discharging his duties. It has been specifically mentioned in the charge sheet that his explanation was called for by order dated 18-05-1998 and he submitted his explanation dated 28-05-1998. From the explanation it is observed that he, instead of specifically replying to the allegations levelled against him, he in the above referred letter of Delhi Cantonment Branch, questioned the authority of the Chief Manager of the Branch and also made allegations against him by using indecent language. The above acts on his part were found quite serious as he has shown scant regard to his higher authority. This constituted gross mis-conduct under the Bipartite Settlement and it was also a mis-conduct as he did this act prejudicial to the interest of the Bank. Nothing

regarding the performance of duties or his behaviour or his absence has been regard to in the charge sheet. The charge sheet is confined to the indecent language used by the workman on 28-05-1998 in reply to notice dated 18-05-1998.

From perusal of the letter dated 28-05-1998 it becomes quite obvious that the workman was not found present in office during office hours and he was not available on 04-05-1998. He has not taken any permission and he did not note the same in the movement register. He was not available on that day during the period 2.30 PM to 4. PM. He was given supervisory duties and the said duty was hampered. In short the workman was asked to explain why and under what circumstances he was absent on 04-05-1998 from 2.30 PM to 4.00 PM without obtaining prior permission. The workman did not explain the circumstances instead he raised allegations against the Branch Manager.

So far as absence from duty of the workman is concerned no charge has been framed against him and no inquiry has been held. The inquiry has been held against the indecent language used in the letter dated 28-05-1998 and the workman has admitted categorically that he wrote the letter dated 28-05-1998. In the circumstances the inquiry was found valid as the very letter on which charge has been framed was admitted by the workman in his evidence.

It was submitted from the side of the workman that letter dated 18-05-1998 regarding his absence from 2.30 PM to 4.00 PM was false, frivolous and vexatious and there was no ground for issuing that letter after two weeks and he was present all along on 04-05-1998. The workman has filed certified copy of the Bank register and from that it becomes quite obvious that he was present on 04-05-1998 from 9.40 AM to 5.15 PM. No remark has been made in the remark column. This document has been certified by the Chief Manager dated 09-12-2004 so there is no truth in the latter dated 18-05-1998 by which the explanation for his absence was called for. As per records the workman was present from 9.40 AM to 5.15 PM on 04-05-1998 and that is why the management did not frame any charge against the workman in regard to his un-authorized absence on 04-05-1998 from 2.30 PM to 4.00 PM.

It was submitted by the workman that the Branch Manager deliberately wanted to victimize the workman so he wrote letter dated 18-05-1998. He was not absent on 04-05-1998 so there is no reason for issuing letter dated 18-05-1998 and calling for his explanation. It is established by the documents on the record that there is no truth in the letter dated 18-05-1998 calling for explanation of the workman for his absence from 2.30 PM to 4.00 PM. He was present all along in the office on that day from 9.40 AM to 5.15 PM as per the certified documents of the Bank record.

It was submitted from the side of the workman that a false charge of un-authorized absence was alleged against the workman applicant so he did not reply the letter of the

Manager and he mentioned in his reply that the explanation has been called for un-authorizedly and un-reasonably. He got annoyed to some extent by absolutely false allegations of the management. The second point is to be considered is whether the language of the letter is indecent and he has challenged the authority of the Chief Manager by his letter dated 28-05-1998. The letter is reproduced below :—

The Manager
Syndicate Bank,
Cantonment Branch,
New Delhi

Personal attention
Sh. Satish Puri

Sir,

Reg : Your letter no. 9008/Admn : 580-98 dt. 18/26
May, 1998 concerning some cooked up
concoction.

Ref : Grave anomalies existing in cantonment branch.

A startling fact remains that the administration in cantonment branch have had collapsed completely. I am here to prove it.

Your letter speaks of personal vengeance quotes some imaginary incident of 4th may, 1998. It was typed on 18th May, 1998 i.e. a fortnight after. Served a week after ostensibly the contents of your letter are in grave wilderness and contradictory in themselves. In your fare pursuit to safe guard your misdemeanor/s as stated here below you have utterly over looked even to go through the contents thereof the letters you have signed. Which otherwise, you being a bank official are supposed to. It is least expected of you. The ample evidence is a fact. I state *inter alia* you have also acted noted the same in the moment register. You have emphasized in the word noted twice. It is far from truth. You are guilty either way. Whether you know about it or not. In the first place you are inefficient. In the second you are corrupt. Thus therefore, this letter is in itself self replied.

Also please be informed that the liability of my wages is that of mine. And not that of yours as ruefully stated in your letter.

You were instrumental in (i) keeping my salaries in suspense a/c. for three consecutive months i.e. February, March and April, 1998. For the amount you have deducted income tax at source and still not paid the salaries. (ii) In not sanctioning of my loan against my NSC's of Rs. 5000. The contentions as wrongly stated by you are untenable. You are holding me to ransom. (iii) In delaying sanctioning of amount on LFC even to my spouse from her employment by virtue of your's two such like letters which were fake and not meeting the requisite requirements. This later on I could obtain from the office of ALC.

You have reduced and made a mockery of the existing rules of the Bipartite Settlements reached at in between the unions and the management by not entrusting me the duties

of temporary special assistant. Thereby depriving me of the allowances late when better sense has availed upon you abruptly. You had started entrusting the same as per the branch seniority per. But even the same at yours whims and fancies. More often than not entrusting the same as last up to 10.30 AM for a consideration as already explicitly narrated by me and not obliterated by you. No Never ever.

You could break my will but could not bent it.

These are but a handful of instances. But they should suffice.

I dare challenge your bare high handedness for cutting of my wages for the day *i. e.* 4-5-1998.

Yours faithfully,

(Shyam Sunder Brahmi)

Stenographer

Empl No. 177449

Dated 29th May, 1998

This letter has been issued to the Branch Manager, Cantonment Branch and not to the Chief Manager so the charge that he has challenged the authority of the Chief Manager is vague on this point. The workman has written letter to the Manager of the Branch by whom explanation was called.

It has been mentioned in the letter that the letter dated 18-5-1995 smacks of personal vengeance for imaginary incident of 4-5-1998. It was typed on 18-5-1998 a fortnight after the day of incident.

It has been further mentioned that the letter is contradictory in itself. It has been written in this letter that it is far from truth. The Manager was guilty other way whether he knew it or not. He has also called the Manager inefficient and corrupt. The Manager was instrumental in keeping his salaries in suspense account for three consecutive months *i. e.* February, March and April, 1998. The Manager has deducted the amount of income tax at source and still he did not pay his salaries. The Manager has not sanctioned his loan against his NSCs of Rs. 5000. The Manager was holding him to ransom. The Manager delayed the sanctioning of the amount on LFC even to the surprise of his employees as so fake letters not meeting the requisite requirements have been met. He could get relief from the office of the ALC. He has made mockery of the existing Rules and BPS. He has deprived him of the allowance accrued there upon for a year continuously.

He was not paid due to whims and fancies of the Manager. The Manager could break his will but he could not bend it. He challenged the bare high handedness for cutting his wages for 4-5-1998. It also appears from the contents of the above letter that the workman was annoyed and he was in anxiety and frustration. He has written this letter out of desperation. The language of the letter smacks of defiance and desperations of the workman. However, an employee while admitting the terms and conditions of

appointment does not sign the bond of slavery. It is the right of the management to punish the workman for his indecency and depravity and mis-conduct. But it is also the duty of the management to see that the workman is not aggrieved by any illegal and careless act of the management. It was also the duty of the management to verify the bare facts stated in frustration in the letter dated 28-5-1998. The management is duty bound to make payment to the workman on every first for the next month. The management is duty bound to sanction leave concession as per the Rules. The management is duty bound to entrust the workman duties of temporary special assistant in view of his seniority and as per the Rules or to refuse him such duties but the management cannot deprive an employee of the benefits otherwise available to him on its whims and fancies.

The supervisory authority is not expected to be arbitrary and capricious. The employee is not a slave and he cannot be punished for whimsical and capricious satisfaction of his authority. Capricious, coercions, whims, fancies and arbitrariness have no place in any judicial or administrative action. While examining the decency or otherwise of the workman the management should have decided the allegations of the workman. If the allegations of the workman are true, in that case truth itself defends to the mis-conduct of the workman. One should not press the balloon so much as to make it burst. Repression the cause of many evils. The greater is pressure the more is the possibility of bursting of the balloon. The management should have considered this point in the inquiry. It should have been considered whether the salary of the workman for three consecutive months have been withheld on valid grounds despite deduction of income tax at source. The employee had every right to get his salary for the months of February, March and April, 1998 and it could be withheld for valid reasons. But there is no evidence on the record on what reasons his salary was withheld so it was a mis-management and arbitrariness on the part of the management to deprive the workman of his legitimate right, the right of his livelihood and it is right to life.

The management should have initiated inquiry as to under what circumstances the workman was not paid loan while his NSCs were kept by the Branch Manager and lien was endorsed on the same NSCs of Rs. 5000 and the Post Master was informed that payment can be made on the risk of Post Office. There is no inquiry as to under what circumstances loan of Rs. 5000 was not advanced to the workman despite withholding his NSCs worth Rs. 5000. If this was done the workman was held to ransom by the management. The management was duty bound to pay the salaries for the month February, March and April, 1998 and to sanction loan as prayed by the workman or to assign valid reasons for the same. No reason has been forthcoming even in the evidence in this Court.

The management should have ascertained why LFC amount was not sanctioned to the workman while the same

was sanctioned to the other spouse. His wife was granted LFC but it was withheld for him so he could not enjoy his LFC. An employee after satisfactory service is entitled to get LFC. It cannot be withheld capriciously. He should have been assigned the duty of temporary special assistant and he should have been paid allowances for the same. If a right has accrued it should be refused or admitted and implemented. One cannot keep it hanging. A legitimate right cannot be kept hanging by any authority how so ever high.

None can be above Law and Rules. The crux of the question whether the Manager can have dominance against the BPS and the Rules of the bank. If the dispute is raised regarding non-payment of benefits it was the duty of the management to decide that dispute also. But in the instant case inquiry has been held against the indecent language used by the workman and no inquiry has been held for freezing the rights of the workman concerned. It is the duty of the workman to perform the work assigned to him satisfactorily. There is no scrap of paper to show that the workman has ever failed in performing his duties honestly and sincerely. If he was dutiful and serviceable to the interest of the Bank he should have been paid his salaries, LFCs, Loan and allowances punctually. The Manager has got no right to cherish ill will and feeling of vengeance against the workman on whimsical grounds. Truth is a defence in every case and the workman appears to be true in his allegation that his salary has been withheld for four months. He has not been sanctioned LFC amount and he has not been paid loan after getting his NSCs pledged to the bank. The Bank's Manager marked lien on the NSCs and still did not sanction payment. His temporary special assistant allowance was not paid to him by the management despite his satisfactory service. These circumstances are enough in the ordinary course of nature to make a workman frustrated and write something in desperation and anxiety. If some apparent mistake without any legitimate reason is committed even by a superior officer it was the duty of the higher authority to look into the matter and see that an employee is not unnecessarily harassed.

It was submitted from the side management that this Court/Tribunal is not an appellate authority and it does not sit in appeal in the cases inquiries conducted by the management. It is of course settled law but so far as Section 11 A of the ID Act is concerned it has been held by Hon'ble Supreme Court (1993) 3 SCC 192 u/s. 11 (a) wide discretion has been vested in the Tribunal in the matter of awarding relief according to the circumstances of the case. It has been held in (2004) 8 SCC 218, (2005) 2 SCC 489 and AIR 2003 SC 1571 that this Tribunal/Court can interfere where the punishment is shocking to the conscience of the court and it is not proportionate to the misconduct committed by the workman.

The workman in the instant case has not abused the Manager. He has not used any filthy language. The language is indecent as the workman has defied the right

of the Manager and he has called him corrupt. The workman has alleged corruption a number of times against the Manager and this should also be considered whether the manager was corrupt or not. Corruption is the greater social evil and even if there is a smell of it should be thoroughly probed. However, these things are within the discretion of the management. The management in the instant case has constrained the workman to burst out and he has indeed used some ill words against the Manager but the circumstances under which the workman was constrained to write such letter should also be investigated and ascertained. The Manager appears to be vindictive and it caused the workman irritated and he has written this letter out of irritation but his misconduct is not so grave that he should be compulsorily retired. His anxiety is momentary. He found the letter constraining false allegation and in a swift of moment he sent the reply to the same. So the circumstance of misconduct of a particular employee are very much material and punishment should be inflicted considering the extenuating circumstance. The misconduct of the workman is not so grave that he should be deprived of his livelihood. He has constitutional right to life and right to life is right to livelihood. In the facts and circumstances of the case punishment is highly disproportionate and shocking to the conscience of the Court. It is held that stoppage of two increments with cumulative effect are sufficient to meet the ends of the case. 2005 LLR 360 is not applicable in the facts and circumstances of the present case as the workman has not used any abusive and filthy language against his superiors without provocation. He has served the bank for 25 years satisfactorily and this satisfactory service has not been taken into consideration while awarding the punishment of compulsory retirement. If an employee is provoked by an act of the management provocation is mitigating circumstance to award lesser punishment. The punishment of compulsory retirement is not proportionate in the facts and circumstances of the case.

The reference is replied thus :—

The compulsory retirement of Shri S. S. Brahmi workman by the management of Syndicate Bank is neither absolutely legal nor absolutely justified. The workman should be reinstated w. e. f. the date of his compulsory retirement with stoppage of two increments with cumulative effect. The workman should be made payment of his entire arrears of back wages after deducting the amount of two increments with cumulative effect within two months from the date of publication of the award. In case of default the workman will be entitled to get 10% interest on the entire back wages.

Award is given accordingly.

R. N. RAI, Presiding Officer

Dated : 23-01-2006

नई दिल्ली, 30 जनवरी, 2006

का. आ. 759 .—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एस. एस. कंस्ट्रक्शन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-I के पंचाट (संदर्भ संख्या 3/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-30012/23/98-आई आर (सी-1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 759 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 3/2000) of the Central Government Industrial Tribunal/Labour Court Mumbai-I now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of M/s S.S. Construction and their workman, which was received by the Central Government on 27-01-2006.

[No L-30012/23/98-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1 MUMBAI

PRESENT

JUSTICE GHANSHYAM DASS, Presiding Officer

Reference No. CGIT-03 of 2000

PARTIES

Employers in relation to the Management of
M/s. S.S. Construction

And

Their Workman

APPEARANCES

For the Management	: Shri Birajdar, Adv.
For the Workman	: Shri Koyande, Adv.
State	: Maharashtra

Mumbai, dated the 06th day of January' 2006

AWARD

1. This is a reference made by the Central Government in exercise of its powers under clause (d) of sub section 1 and sub section 2A of Section 10 of the Industrial Disputes Act 1947 (The Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-30012/23/98-IR(C-I) dated 03-1-2000. The terms of reference given in the schedule are as follows :

"Whether the action of the management of M/s. S.S. Construction in dismissing the services of Mr. C.T. Rathod, an Ex-Boiler Attendant, w.e.f. 25/2/1994 is legal and justified? If not, what relief the workman concerned is entitled to?"

2. Shri C.T. Rathod (hereinafter referred to as workman) was employed as Boiler Attendant by M/s. S.S. Construction (hereinafter referred to as the Company) at its site located at LPG/CSU Plant, ONGC, Uran. The workman was charged by way of chargesheet dated 17-2-1992 (Ex-3) which reads as under :

That you have been employed as a Boiler Attendant at our site located at LPG/CSU Plant, O.N.G.C. Uran.

That on 27th January, 1992 during night shift at about 1.30 hours, when the proficiency Engineer Shri R.V. Valsangkar, went to IAEC Boiler House, you started abusing him in filthy and vulgar language. You also threatened him to beat him with telephone receiver for coming late in the said work centre.

Subsequently, when the said Shri Valsangkar went to Thermax Boiler House, you telephoned him and asked to come in IAEC Boiler house giving him an excuse that the said IAEC Boiler had got tripped and could not start. You subsequently went to co-generation department where Shri Valsangkar was available along with Mr. Patel, the Co-worker. While you three were coming to the IAEC Boiler house, on the way you with a stick in your hand threatened Shri Valsangkar to beat him and abused him in most filthy and vulgar language. When the said Shri Valsangkar visited the IAEC Boiler house and checked the boiler, it was found that the boiler was quite in order. This obviously shows that you had made a false complaint about non-working of boiler. You however continued abusing unabatedly and tried to tie him with a rope lying side by. You also uttered "I will hang you with this Rope". Subsequently the matter was reported to Shift Incharge of O.N.G.C. who there upon instructed you to sit in co-generation. While Shri Valsangkar was to go to I.A.E.C. Boiler house. However, you did not take any heed of his instructions and went to IAEC Boiler house where Shri Valsangkar was already there. You thereafter started abusing him in filthy and vulgar language telling him that why he had come there.

On 11th February, 1992, when you were attending I.A.E.C. Boiler No. 3, in the 3rd shift at 22.00 hours onwards and then you informed your superior Mr. F.A. Bajan (Proficiency Engineer) that you had tripped the said boiler No.3 because of abnormal sound. Upon this the said Mr. Bajan accompanied by Shri S.P. Rane, Boiler Foreman of O.N.G.C. went to inspect to see what was wrong at that time when Mr. Rane told you to start boiler No. 2, you arrogantly replied him that you are nobody to give him instructions and challenged authority saying : Toom Hum se Batt Nahin Karna Mai Tumse Nafrat Karta hoon, Toom Kon Hota Hai". Further, when you had stopped boiler

No.2, on the alleged ground of not tripping you did not take care to inform the control room as required. Due to that there was serious disruption in production resulting into substantial financial loss to M/s. Oil and Natural Gas Commission.

In the past also you had behaved in a similar fashion, whereas you had threatened one Shri Surender Singh, Chief Engineer (Electrical, O.N.G.C. for dire consequences and also abused him in filthy and vulgar language on 14th January, 1992 at about between 16.30 hours and 17.15 hours.

You were also previously charge sheeted and kept under suspension vide letter dated 13th September 1991 for your indulgence in serious acts of misconduct. However, on your tendering apology and intervention of your co-workmen, a lenient view was taken and you were allowed to resume duty with a warning letter dated 7th December, 1991. But unfortunately there is no change in your attitude whatsoever.

Further you continued to be irregular and unpunctual in your attendance due to which there is disruption in day to day arrangement of shift working.

The aforesaid act on your part is quite serious and amounts to the following acts of misconducts ;

- (a) Wilful insubordination.
- (b) Indecent, disorderly and riotous behaviour on the premises of the establishment.
- (c) Gross negligence in performance of work.
- (d) Commission of an act subversive of discipline and good behaviour.

You are therefore, hereby called upon to show cause in writing within 48 hours of the receipt of this letter as to why disciplinary action should not be taken against you for the alleged act of misconduct on your part.

Should you failed to submit your explanation as advised, it will be construed that you have no explanation to offer and the matter shall be proceeded with further which please note.

Further since the charges leveled against you are grave and serious, you are therefore hereby suspended from the service with effect from 12th February, 1992.

For S.S. CONSTRUCTION

PROPRIETOR

3. The workman was served with the chargesheet. He was asked to file the reply. The Company appointed Mr. Mujawar A.B. as Enquiry Officer vide letter dated 7-4-1992 (Ex. I). The Company appointed Mr. Rajiv Sharma as Management representative before the Enquiry Officer vide letter of appointment dated 19-5-1992. The enquiry was conducted after due information to the workman

who participated in the enquiry along with his Defence representative Mr. Ramakant Desai. The Workman felt that the behaviour of the Enquiry Officer was not impartial and hence he withdrew from the enquiry w.e.f. 11-12-1993 after handing over a letter to the Enquiry Officer that he has lost confidence in him and he would not participate in the enquiry. The Enquiry Officer remained the same. He completed the enquiry and submitted his report dated 12-2-1994 holding the workman guilty for all the charges. The Competent Authority agreed with the report of the Enquiry Officer and passed the Order of dismissal from service on 25-2-1994 along with a cheque dated 25-2-1994 for Rs. 43.00 only.

4. The contention of the workman is that the behaviour of the Enquiry Officer was not partial. He always acted in the manner as if he wanted to support to the Company out of the way. The enquiry is not just and fair. The Principles of natural justice has been violated by the Enquiry Officer and thus it is liable to be set aside.

5. The detailed facts as alleged by the workman to show the partial behaviour of the Enquiry Officer are; firstly that on the date of enquiry i.e. 20-11-1993 the Company representative produced two document before the Enquiry Officer (Ex-14 and 15) but the Enquiry Officer did not supply the copies thereof despite the request of the workman. The enquiry officer ordered that the workman may get xerox of the aforesaid documents at his own expenses. The workman then gave this fact in writing to show the partiality of the Enquiry Officer vide letter Ex-16 where upon the Enquiry Officer directed the Company to supply the copies of documents Ex-14 and 15. The second instance is that the workman applied to the Enquiry Officer for payment of full wages as Subsistence allowance vide letter dated 19-11-1993 (Ex-12). The Enquiry Officer avoided to give any ruling on that application by saying that he would have to search the Rules and regulations. However, the Enquiry Officer did not pass any order for awarding full wages as Subsistence allowance. The Third and the last instance for showing the partiality on the part of the Enquiry Officer is letter dated 11-12-1993. Whereby the workman boycotted the enquiry along with his representative. The ground of boycotting was alleged to be that the Enquiry Officer did not allow the witness Mr. Surinder Singh to answer the Question No. 25 which is as follows :

Q. No. 25 : Is the Contract given to M/s. S. S. Construction Company in Uran Plant is covered under provisions of Contract Labour (R&A) Act?

6. The workman admittedly did not appear before the Enquiry Officer after 11-12-1993. The Enquiry Officer accordingly completed the enquiry ex-parte and submitted the report as referred to above.

7. The workman has also alleged that the enquiry is vitiated since the charge sheet does not mention as to whether under what Provisions either Model Standing Order or Standing Orders, the Charge Sheet is being submitted and the enquiry is ordered. On account of the

aforesaid reason the charge sheet is vague and illegal. Hence the enquiry conducted upon such a charge sheet is vitiated. The workman has also alleged the reason for annoyance of the Management of the Company for which it is alleged that he took leading part in organizing the exploitation of the workman at the hands of the Company who was the contractor for the Oil and Natural Gas Commission (O.N.G.C.) for which the matter was agitated before the Honourable High Court of Bombay by filing a writ petition wherein the judgment was delivered by the Honourable High Court of Bombay in favour of the workmen and O.N.G.C. was directed not to dispense with the services of the workmen of the Contractor. On account of this, the workman became eye-sour of the Company which acted by way of hire and fire and to get rid of the workman indulged in the victimization of the workman by initiating the enquiry against him and punishing thereupon.

8. The Company filed the reply and denied the allegations of the workman. It is asserted that the enquiry was conducted in just and fair manner. There is no reason for any partiality on the part of the Enquiry Officer. The enquiry report is based on the sufficient evidence available with the Enquiry Officer. No reason is there to set aside the enquiry report for any legal or factual ground.

9. The Company filed the affidavit of Shri. Mujawar A.B. Enquiry Officer, (Advocate) in lieu of examination-in-chief to prove the enquiry proceedings and all the documents referred to therein.

10. The workman filed his own affidavit in lieu of his examination in chief in support of his case.

11. I have heard the learned counsel for the parties and gone through the evidence available on record and also the written submissions filed by them.

12. The following Issues were framed by the predecessor in office on 22-3-2002 :

- (i) Whether it is necessary to implead O.N.G.C. as a Party to the reference, despite the fact M/s. S.S. Construction has passed the order of dismissal dated 25-2-1994 treated the workman as its employee?
- (ii) Whether the enquiry held against the workman is vitiated on the count that the principles of natural justice were violated?
- (iii) Whether the findings recorded by the Enquiry Officer all perverse or illegal?
- (iv) Whether otherwise the employee to justifying the order of dismissal by leading evidence before this Tribunal?
- (v) What relief, if any, can be granted to workman by this Tribunal by way of award?

The Issues Nos. 1, 2 and 3 shall be treated as Preliminary issues for the purposes of part award.

13. The primary controversy at this juncture is as to whether the domestic enquiry is just and fair and as to whether the report of the Enquiry Officer is based on the sufficient evidence available on record and on that basis the charges have been rightly found to have been proved on the record.

14. It may be mentioned at this very juncture that if the enquiry report is set aside, the management is to be asked to lead evidence before this Tribunal to prove the Charges against the workman as required by law. In case the enquiry report is not set aside and the charges against the workman are held to be proved, there is no necessity for passing the Part-I Award and in that case the reference may be disposed of finally.

15. **Findings :** The charge sheet is alleged to be vague and illegal for non-disclosure as to whether the charge sheet is being under Model Standing Orders or Standing Orders. The fact remains that this clarification is not being made in the charge sheet. To my mind, the non mentioning of the abovesaid fact does not make the charge sheet illegal or invalid nor the enquiry could be said to have been vitiated for that count. The workman never pressed before the Enquiry Officer for the aforesaid clarification. The workman knew fully well the details of the charges levelled against him and he actively participated in the beginning though he withdrew himself at subsequent stage. No prejudice whatsoever is shown by the workman for non-disclosure of the aforesaid fact. Hence I do not consider it to be a ground to quash the charge sheet and the enquiry proceedings.

16. Regarding the bias on the part of the Enquiry Officer, the first instance is that the Enquiry Officer did not supply the copies of the documents Ex-14 and 15. I have read over the aforesaid document. These documents do not appear to be relevant at all for the merits of the charges. These documents are the copies of the information regarding the enquiry. The insistence of the workman for supply of the copies was however accepted by the Enquiry Officer by ordering the Company to supply the copies thereof. Thus, this fact is wholly insufficient to show any bias on the part of the Enquiry Officer.

17. The next fact alleged for showing the bias, is that the Enquiry Officer did not ask the witness to answer the question No. 25. This question has been quoted by me above in verbatim. I feel that this question was not relevant for the merits of the charges. If the Enquiry Officer did not allow this question, the Enquiry Officer cannot be said to be biased against the workman. There was no reason for drawing the inference that the Enquiry Officer was biased against the workman. The workman admittedly withdrew himself from the enquiry from 11-12-1993, the date of cross-examination of witness Mr. Surinder Singh after he was not asked to answer question No. 25. This withdrawal does not appear to be justifiable for any reason whatsoever. It was a unilateral act on the part of the workman and the Enquiry Officer cannot be blamed for it either or if the Enquiry Officer proceeded to conclude the enquiry ex parte.

18. There is no valid ground to infer that the Enquiry Officer delayed the proceedings of the enquiry for one reason or other before 11-12-1993. The allegation in this respect is not correct.

19. The last ground for bias on the part of the Enquiry Officer is that he did not pass any order on the request of the workman regarding the payment of full wages as Subsistence Allowance. There is no law under which the Enquiry Officer is empowered to direct the Employer to pay the full wages as Subsistence Allowance. If the Enquiry Officer showed his ignorance about the law and pass the order that he would have to search the Rules and Regulations for passing the order on the request of the grant of full wages as Subsistence Allowance there is nothing wrong in it. Such a request should have been made by the workman to the Employer and it was for the Employer to pass necessary order thereupon. Further, it is for workman to show the prejudice, if any, caused to him for non-grant of full wages as Subsistence Allowance. Nothing is being shown on record as to what prejudice was caused to the workman on account of the aforesaid fact on the part of the Enquiry Officer. The controversy appears to have been set at rest by the law laid down by the Honourable Supreme Court in a case reported in 2004 I CLR 286 in between Indra Bhanu Gaur Vs. Committee, Management of M.M. Degree College and others whereby the Honourable Supreme Court held that unless prejudice is shown and established, mere non-payment of subsistence allowance cannot ipso facto be ground to vitiate the proceedings in the enquiry.

20. The learned counsel for the Applicant relied upon 1989 I CLR page 135 in between Madhukar Janardhan Mulay Vs. State of Maharashtra and ors., where in the Honourable High Court of Bombay held that it is the elementary principle that a person cannot be permitted to be a Judge of his own case. In this case one of the members of the enquiry committee was in a position of complainant and both the members of the enquiry committee were found having an animus against the delinquent. This is not a case before me where the Enquiry Officer is an independent person being an Advocate. He is not related at all in any manner with the Company. There is no reason to presume that he is somehow or other interested in the company.

21. The next ruling relied upon by the Applicant is reported in 1994 II CLR Page 40 in between Indrani Bai (Smt.) Vs. Union of India wherein the Honourable Supreme Court found that the Enquiry Officer did not allow the witnesses to be recalled for cross-examination after the request of the charge-sheeted employee for change of the Enquiry Officer which was refused by the Director General and the delinquent was asked to co-operate with the Enquiry Officer. The delinquent had died and the enquiry was pursued by the wife of the delinquent. It was held that it was a clear case where a fair opportunity had not been offered to the delinquent and the principles of natural justice had been violated. It is not the case over here. There is no request of change of Enquiry Officer by the workman to the Employer. Mere request made to the Enquiry Officer is not sufficient.

Moreover, the workman took unilateral decision not to appear before the Enquiry Officer. He did not make any request thereafter to permit him to contest the enquiry and ask the Enquiry Officer to recall the witnesses for cross-examination. Hence this ruling is not helpful to the workman for showing that principles of natural justice and fair play had been violated.

22. The next ruling relied upon the learned counsel for the Applicant is reported in 1956 II LLJL.A.T. 67 in between Janata Pictures and Theatres Ltd, and Amulya Chakraborty. It too did not help the Applicant for the obvious reason that it has been held in the aforesaid ruling that the fundamental of fair play must be observed and there must be a desire to reach a honest conclusion after hearing what was urged on either side. I do not find any material to infer that the fundamental of fair play have not been observed by the Enquiry Officer or that the Enquiry Officer was not honest in conducting the enquiry and giving its report.

23. The next Ruling relied upon by the learned counsel for the applicant is reported in 1998 I CLR page 638 in between Colour Chem Ltd. Vs. A. L. Alaspurkar and others wherein the honourable Supreme Court found the Victimisation and ordered for reinstatement. Here, in this case I do not find any victimization of the workman. The charges levelled against the workman are factual. They do not smell any mala fide on the part of the management of the company. Merely, because the workman alleged himself to be the active leader in the Union to raise the claim of the workman, and got success from the Honourable High Court of Bombay, it could not be concluded that the dismissal of the workman in this case is a result of victimisation after concocting the whole facts shown in the charge sheet.

24. The last ruling relied upon by the learned counsel for the Applicant as reported in 1984 I LLJ page 116 in between Glaxo Laboratories (I) Limited and Labour Court, Meerut and others is also not helpful to the workman for the obvious reason that the charge of misconduct is fully made out on the plain reading of the facts constituting the misconduct as shown in the charge sheet.

25. In 1964 (9) FLR 142 Tata Oil Mills Co., Ltd, vs. The workman the Honourable Supreme Court held that where an enquiry has been fairly conducted and the finding recorded therein are based on evidence, which is believed, there would be no justification for the Industrial Tribunal to consider the same facts for itself.

26. In 1994 I CLR 254 S. K. Awasthy v/s. M.R. Bhope Honourable High Court of Bombay held that the Standard of proof required to be applied in a domestic enquiry is to pre-ponderance of probabilities.

27. In 1999 (82) FLR 520 Modern Food Industries India Ltd., vs. Hind Industrial Tribunal, West Bengal the Honourable Calcutta High Court has held that the Standard of proof in the disciplinary proceedings is pre-ponderance of probabilities and not beyond reasonable doubt.

28. In 1998 LAB IC 3085 Kandla Port Trust and Anr. Vs. K. R. Chauhan and another, the Honourable High Court of Gujarat has held that the ambit and scope of disciplinary proceedings is different to that of criminal proceedings and the strict rules of criminal jurisprudence are not applicable for appreciation of evidence in the domestic enquiry. The emphasis is laid for following the principles of natural justice.

29. In 2003 Lab IC 3408, Mr. Gopal Shetty Vs. Syndicate Bank, Honourable High Court of Karnataka held that the principles of natural justice are not violated if the opportunity of hearing is being offered to the delinquent and he failed to avail that opportunity and further held that the delinquent cannot blame the Enquiry Officer for it.

30. In 2000 (2) LLN 1038 Board of Trustees of Port of Bombay V/s. B.R. Surve, the Honourable High Court of Bombay held that sophisticated rules of evidence under the Evidence Act do not apply to domestic enquiry and it further held that so long there is some material before the Enquiry Officer whereby reasonable and logical conclusion of guilt could be arrived at, and that the Enquiry Officer had conducted the enquiry fairly following the principles of natural justice it could not be said that the findings are bad in law.

31. State of Haryana & Anr. V/s. Ratan Singh 1977 (34) FLR 264 the Hon'ble Supreme Court held:

“ It is well settled that in a domestic enquiry the strict and sophisticated rules of evidence under the Indian Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. It is true that departmental authorities and administrative tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the Indian Evidence Act. The essence of a judicial approach is objectivity, exclusion of extraneous materials or considerations and observance of rules of natural justice. Of course, fair play is the basis and if perversity or arbitrariness, bias or surrender of independence of judgement vitiate the conclusions reached, such finding even though of a domestic tribunal, cannot be held good.”

32. In Kathi Vs. State Bank of India & Ors. 1984 (48) FLR 38 Honourable Supreme Court while considering a domestic enquiry against the delinquent with State Bank of India observed:

“ In respect of an order involving adverse or penal consequences against an officer or an employee of Statutory Corporations, like the State Bank of India, there must be an investigation into the charges consistent with the requirements of the situation in accordance with the principles of natural justice as far as these were applicable to a particular situation. So whether a particular

principle of natural justice has been violated or not has to be judged in the background of the nature of charges, the nature of the investigation conducted in the background of any statutory or relevant rules governing such enquiries. The basic concept is fair play in action administrative, judicial or quasi-judicial. When on the question of facts there was no dispute, no real prejudice has been caused to a party aggrieved by an order, by absence of any formal opportunity of cross-examination per se does not invalidate or vitiate the decision arrived at fairly. This is more so when the party against whom an order has been passed does not dispute the facts and does not demand to test the veracity of the version of the credibility of the statement.”

33. The evidence before the Enquiry Officer has to be appreciated in the light of the law laid down by the Honourable Supreme Court and other High Courts as quoted above. Since I do not find any bias on the part of the Enquiry Officer as discussed above, the only question remains to be seen is as to whether there is sufficient evidence available on record upon which a reasonable conclusion can be drawn for holding that the charges are proved on record. The evidence consisting of three witnesses namely Shri/S. Surinder Singh, Pursuttam and R.V. Valsangkar is more than sufficient to hold the workman guilty for the charges. All these three witnesses have detailed out minutely the facts leading to inference that the workman is guilty for the charges. The workman was offered full opportunity to cross examine these witnesses but he deliberately did not avail that opportunity for the reason best known to him. It appears that he was not interested in getting the enquiry completed for one reason or the other. No material is available on record which may justify the action of the workman for withdrawing himself from the enquiry after 11-12-1993.

34. Considering the entire evidence available on record and keeping in mind the discussion made above, I conclude that there is nothing to show that the Enquiry was biased and the finding of the Enquiry Officer suffers from any material for which it may be inferred that the principles of natural justice and fair play had been violated and that the findings are based on 'no evidence' available on record. I therefore, conclude that the report of the Enquiry Officer is not to be set aside. The enquiry is just and fair. The charges levelled against the workman are fully proved on record.

35. In view of the above conclusion as mentioned above, the reference may be disposed of finally since the punishment of dismissal appears to be just in view of the gravity of the misconduct committed by the workman. There is nothing on record to show the punishment is shockingly disproportionate to the charge levelled against the workman. Hence the workman is not entitled to any relief by this relief by this tribunal.

36. The reference is answered accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 760.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन एअर लाइंस लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, मुम्बई-1 के पंचाट (संदर्भ संख्या 17/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-11012/27/2001-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 760.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 17/2001) of the Industrial Tribunal/Labour Court Mumbai-I now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Management of Indian Airlines Ltd., and their workman, which was received by the Central Government on 27-01-2006.

[No. L-11012/27/2001-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1 MUMBAI

PRESENT

JUSTICE GHANSHYAM DASS, Presiding Officer

Reference No. CGIT-17 of 2001

PARTIES

Employers in relation to Management of
Indian Airlines Ltd.

And

Their Workman

APPEARANCES

For the Management : Mrs. Chhaya Gupta, Adv.
For the Workman : Mrs. Ramdasan, Adv.
State : Maharashtra

Mumbai, the 12th January, 2006

AWARD

This is a reference made by the Central Government in exercise of its powers under clause (d) of Sub-section 1 and Sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (The Act for short) vide Government of India, Ministry of Labour, New Delhi Order No. L-11012/27/2001-IR(C-1) dated 10-8-2001. The terms of reference given in the Schedule are as follows:

“Whether the action of the management of Indian Airlines Ltd., Mumbai dismissing Shri P. Satheesan from the services of the Indian Airlines is justified and proper? If not, to what relief is the workman concerned is entitled?”

2. The workman filed his Statement of Claim dated 12-12-2001 and stated therein that he was appointed as Aircraft Technician (Maintenance) by Indian Airlines (hereinafter referred to as Employer) vide Appointment order dated 17-1-1992. He joined his duties on 31-1-1992. He was confirmed with effect from 30-7-1992. It is alleged that he, sometimes in March 1992, got with an accident while in service for which he was treated by the Employer's Doctor. He however, could not make a report of this incident for the reason he was advised by the Superiors not to report it as an accident case because it might affect his career since he was on probation during that period. He left his place of duty after the sanction of six days Privilege leave w.e.f. 24-4-1994 and went to his native place. He did not report to his duty thereafter. He first submitted a medical certificate dated 25-4-1994 to the Employer. He then sent another medical certificate dated 25-5-1994 and again requested for leave vide letter dated 26-6-1994. He again sent a communication dated 26-8-1994 along with a medical certificate of Dr. Kamalammal. He was directed vide letter dated 19-9-1994 by the Employer to report to Manager, Medical Services, NEC, Mumbai or get himself medically admitted in a Govt./Missionary hospital. He replied this letter on 10-10-1994 along with a medical certificate dt. 26-9-1994 and clarified about his treatment. He also forwarded the extract of report of Dr. T.M. Jose, M.S. D'Orth, Orthopaedic Surgeon, Medical College Hospital, Trichur dt. 05-05-1994. The Employer did not appreciate the difficulty of the workman and threatened him to take disciplinary action. He replied to this letter on 28-11-1994. He also requested that he may be considered for a job which has less physical exertion. The employer despite receiving the aforesaid letter concluded that the medical certificate submitted by the workman were not acceptable and thus his absence was unauthorized. The workman again, requested vide letter dated 23-1-1995 for giving a job having less physical exertion but the Employer did not consider at all. He went on sending the medical certificate. The workman got himself examined by the Employer's panel Doctor, Dr. S.S. Vengsarkar for surgery but the workman was not ready for surgery and continued his Ayurvedic treatment. He was informed vide letter dated 24-12-1996 that the disciplinary enquiry was being contemplated against him for his unauthorized absence. The enquiry was conducted by an Enquiry Officer. He was informed about the report submitted by the Enquiry Officer vide letter dt. 8-12-1997 to which he replied vide letter dt. 12-1-1998. He was issued a show cause notice by the General Manager vide letter dt. 23-3-1998 regarding the proposed punishment of dismissal to which he replied vide letter dt. 10-4-1998. The Employer passed the order of punishment vide letter dt. 29-10-1998 along with a cheque for Rs. 15,255.55. The workman replied to this letter on 25-12-1998 and requested for reinstatement. The Employer thereafter moved an approval application before the National Industrial Tribunal, Mumbai vide Application No. 66 of 1998. The approval

was granted by this Tribunal vide Order dated 30-11-1999. The Industrial dispute was raised by the workman before the concerned Regional Labour Commissioner which failed vide report dt. 6-11-2000 which led to the reference by the Central Government to this Tribunal. It is alleged that the Enquiry Officer did not conduct the enquiry and submitted the report without following principles of natural justice.

3. The Employer filed the Written Statement wherein each and every minute detail is being furnished regarding each and every communication in between the workman and the Management. It is submitted that the workman did not heed to the direction of the superiors for getting himself medically treated by the Government Doctor no reported to join the duties with the result, his absence was treated as unauthorized for which a domestic enquiry was initiated. The workman did not appear before the Enquiry Officer to contest the enquiry. The enquiry was completed after following all principles of natural justice. The Enquiry Officer found the workman guilty. The show cause notice was issued to the workman. His reply was considered by the Competent Authority. The punishment of dismissal was awarded to the workman in accordance with law. The approval application of the punishment to the workman has already been granted by the National Industrial Tribunal. The workman was charge sheeted vide charge sheet dt. 26-8-1996 which runs as follows :

Discipline—Charge sheet

You are hereby charged as under :

That you were granted 6 days Privilege leave from 25-4-1994 and 30-4-1994 and were required to report for duty on 2-5-1994. You, however, did not report for duty on 2-5-94. A telegram was received from you on 4-5-1994 requesting for extension of leave by 5 days on grounds of urgent work. Thereafter, you sent medical certificates, as detailed below in support of your sickness for the period 25-4-1994 to 24-9-1994.

1. *Dr. S. Kamalammal, BAM—Iranjalakuda from 25-4-1994 for one month.*
2. *Dr. P. Vijayan, B.Sc. BAM—Edathirinji from 25-5-1994 for 31 days and from 25-6-1994 for 30 days.*
3. *Dr. Archana N. Shetty, BAMS—Verma Ayurvedic Dispensary, Dombivli from 25-7-1994 for one month.*
4. *Dr. S. Kamalammal, BAM—Iranjalakuda, Kerala from 24-8-1994 for one month.*

You were advised vide our letter No. BPEC/TO/336122 dt. 19-9-1994 to report to our medical Deptt. at Bombay or to get yourself admitted to any Govt./Missionary Hospital for treatment of your sickness. Though, this letter was received by you instead of heeding to our advise, you forwarded to us a letter dt. 10-10-1994 enclosing therewith another certificate issued by Dr. S. Kamalammal advising you rest for one month from 25-9-1994.

Vide our letter No. BPEC : TO : 336122 dt. 15-11-1994, you were informed that the medical certificates sent by you cannot be accepted by the Company since they do not confirm to the rules of the Company. You were again advised to get yourself admitted to any Govt. Hospital/Missionary Hospital for treatment or report to our Medical Deptt. for treatment. Vide letter No. BPEC : 336122 dt. 5-1-1995, you were once again advised to report to our Dy. General Manager (Medical) for medical check up/treatment.

Vide your letter dt. 5-2-1995, you informed that you will be reporting to our Dy. General Manager (Medical) on 28-2-1995. Thereafter, vide your letter dt. 30-3-95, you informed that you reported to Dy. General Manager (Medical) on 15-3-1995 and requested for 10 days time to decide on surgery. Vide your letter dt. 10-4-1995 you informed that you have decided not to undergo surgery and will be reporting for duty after completion of your Ayurvedic treatment which was to be over by 25-5-1995. However, you did not report for duty.

Vide letter No. EB/MM/10/1784 dt. 7-8-1995, you were once again advised to report for duty. However, you continue to remain absent from duty unauthorisedly till date.

Your above act, if proved would tantamount to misconduct within the meaning of Clauses 28(8) and 28(13) of the Standing Orders for Factory Workers applicable to you which read as under :—

28(8) : *Wilful insubordination or disobedience, whether "alone" or in combination with others, of any lawful and reasonable order of his superior.*

28(13) : *Absence without leave or overstaying sanctioned leave without sufficient grounds or proper or satisfactory explanation.*

4. In view of the respective contention of the parties, the learned predecessor in office has framed the following issues :

- (1) *Whether the workman was dismissed after a full fledged enquiry giving him full opportunity to meet charges framed against him by the employer ?*
- (2) *Whether the finding recorded against the workman are perverse ?*
- (3) *Whether the dismissal of workman can be justified by the employer by producing relevant record ?*
- (4) *Whether the workman is entitled to any relief ?*

5. The parties have filed their affidavits in lieu of their examination in chief and the witnesses have been cross examined by the concerned other side. I have heard the learned counsel for the parties and gone through the evidence available on record. The file of the domestic enquiry has been placed before this Tribunal and the same has been perused by me.

6. After going through the record, this much is clear that the facts are not in dispute. The communication in between the Employer and the workman has been there since the absence of the workman w.e.f. 2-5-1992. He admittedly did not join the duties till the day of the charge sheet dt. 26-8-1996. Since the enquiry ended against the workman, no opportunity arose to the workman in joining the duties thereafter as he was dismissed from service by the Competent Authority.

7. **FINDING NO. 1 & 2:** The perusal of the entire record of the enquiry file goes to show that each and every material was placed before the Enquiry Officer and it was duly considered by him. The enquiry report is based on a consideration of the evidence of absence of the workman which was never in dispute. Thus, it cannot be inferred that the finding of the Enquiry is not based on any evidence on record. There is no evidence worth the name to infer for a moment that the Enquiry Officer violated the principle of natural justice and for that reason the enquiry is vitiated. The learned counsel for the workman developed the argument after going through the enquiry file and submitted that the workman was not informed for the day of the enquiry i.e. 29-8-1997. This argument has no merits. In fact, the enquiry was scheduled to be held on 7-8-1997 for which the service was made upon the workman by registered post. This fact is not disputed by the workman himself. The enquiry was not conducted on the aforesaid date and it was adjourned to 28-8-1997. Again the intimation was given of this date to the workman. This fact was not disputed by the workman in his Statement of claim although the effort was made at a later stage to allege that he was not informed of this date. However, record goes to show that the workman was duly informed of this date. However, the enquiry was not conducted on 28-8-1997 for the reason the Steno was not available and hence it was kept for the following day i.e. 29-8-1997 and the enquiry was completed on that very date. I do not find any merit in the submission of the learned counsel for the applicant that since the workman was not informed for the adjourned date, the enquiry was vitiated. The ruling cited by the learned counsel for the workman reported in 1992 II CLR 1088 in between Uma Shankar Yadav vs. Registrar, Co-operative Societies & Ors. does not help the workman at all for the reason the facts of the aforesaid case were some what different. In that case the workman did not prefer to reply to the charge sheet and thus, he was not informed of the date fixed in the inquiry. Regarding the hearing in that case it was held that this was not correct follow of procedure and principles of natural justice were violated. However, the liberty was given to the Management to have another disciplinary enquiry in accordance with law before awarding any punishment.

8. In the case in hand the peculiar circumstance is that the workman himself did not chose to appear before the Enquiry Officer to contest the enquiry. He did not even heed to the direction of the Employer through Seniors for medical treatment by the Employer's Doctor. He did not even agree to the advise of the Doctor regarding surgery. He insisted to continue with Ayurvedic treatment. He did not care for the disciplinary action proposed by the

Employer to which he was well informed before the issuance of charge sheet. He was well aware of the entire happenings through out but did not care to abide by the direction of the Employer. He even *vide* letter dt. 22-9-1995, much in advance took a decision himself that he would not continue in Indian Airlines as Aircraft Technician not even for a day as the job involves lot of movement of both hands in all possible ways. He requested the Employer to give a post having less physical work. Such type of request was again made by the workman but it was not accepted. There was nothing wrong in it on the part of the Employer since it could not be compelled by the workman to post for a light work. All communications made by the workman from time to time along with different medical certificates were considered by the Employer and they were duly replied to. The workman was insisted for joining the duties but he did not comply. The action of the Employer was not arbitrary or *malafide*. Each and every Opportunity was given by the Employer to the workman to come and join the duties or get himself treated by the Indian Airlines Doctor or get himself admitted in a Government/Missionary Hospital. He remained absent for years together and insisted for his alleged treatment by Ayurvedic Doctor. The Employer doubted the treatment by the Ayurvedic Doctor and rightly decided to take disciplinary action for which the workman was duly informed. He was duly served with the charge sheet and still he failed to appear before the Enquiry Officer to contest the enquiry knowingly fully well that the enquiry may go against him, he was not even available in Bombay, being on leave at his native place at far away distance in some other State outside the State of Maharashtra. He had once come to Bombay in pursuance to the letter of the Employer through Dy. General Manager and requested for ten days time to decide as to whether he would go for surgery or not. This reply was given by the workman *vide* his letter dt. 10-4-1995. The workman thereafter, did not either took surgery treatment or joined duties. The workman was lastly advised for reporting for duty *vide* letter dt. 7-8-1995 but he did not report to join the duties. Still, the employer kept on waiting and issued the charge sheet after about a year on 26-8-1996. The conduct of the workman in dealing with the case in hand regarding his absence and alleged treatment by Ayurvedic Doctor cannot be appreciated. more so, he was advised again and again by the Employer to join the duties.

9. As mentioned above, I do not find even an *iota* of evidence or any circumstance to infer for a moment that the principles of natural justice were being violated by the Enquiry Officer in conducting the enquiry and this vitiated enquiry report. The evidence available on record fully proves the charges of misconduct for unauthorized absence on the part of the workman.

10. **ISSUE NO. 3 & 4 :** Since the punishment of dismissal has been awarded to the workman in pursuance of a full fledged departmental enquiry after following the Principles of natural justice the dismissal, cannot be said to be unjustified. The learned counsel for the Indian Airlines cited 2003 II CLR 459 (High Court, Delhi) in between Sudesh Kumar, Constable vs. Union of India, through Commissioner of Police, 2003 III CLR 266 (Madras High Court) in between

P. Krishnan vs. Management of Jones Woodhead and Sons (India) Ltd. and Anr., 2005 I CLR 1002 (Bombay High Court) in between Hindustan Petroleum Corporation Ltd. vs. D.N. Vidhate and Anr. and 2005 III CLR 637 (High Court of Punjab and Haryana) in between Pradeep Kumar vs. State of Haryana and Qrs. and submitted that the punishment of dismissal in view of the unauthorized absence of the workman for the period w.e.f. 2-5-1992 till the date of issuance of charge sheet i.e. 26-8-1996 and thereafter till the date of the order of punishment by the Competent Authority is just and proper and requires no interference. The submission is upheld.

11. Keeping in mind, the continuous unauthorized absence of the workman, the charge of misconduct is proved and the punishment of dismissal appears to be fully justified. Hence, the workman is not entitled to any relief.

12. The reference is answered accordingly.

JUSTICE GHANSHYAM DASS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 761.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को. लि. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अथवा न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 120/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/526/2000-आई आर (सी-I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 761.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 120/2001) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-1-06.

[No. L-20012/526/2000-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1) (d) of the I.D. Act, 1947

Reference. No. 120 of 2001

PARTIES:

Employers in relation to the management of Bastacolla Area of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workmen : Mr. K. N. Singh,
Ld. Advocate

On behalf of the employers : Mr. R. N. Ganguli,
Ld. Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 2nd January, 2006

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/526/2000-IR (C-I), dt. 29-3-2001.

SCHEDULE

"Whether the action of the management of M/s. BCCL in not regularising the workman Shri Shiva Nand Tiwari and Shri Satrugan Singh as Weigh Bridge Clerks working in G.O.C.P.W.B. Bastacolla Area No. IX is justified, legal and proper? If not, to what relief are the workman entitled and from what date?"

2. The case of the concerned workmen according to written statement submitted by the sponsoring union on their behalf in brief is as follows:

The sponsoring union submitted that concerned workmen Shiva Nand Tiwari and Satrugan Singh were posted at New Weigh Bridge at G. O. C. P. in the year 1993 and 1994 respectively *vide* authorisation letter No. BCCL/IX/GM/OO/Posting/93/254 dt. 18-3-93 and No. BCCL/IX/6-A/94/B-8/4873 dt. 21-3-94 and since that period they are working in the said capacity continuously but management neither regularised them nor issued any order of promotion in higher grade. They alleged that such arbitrary act of the management led them to raise Industrial Dispute before ALC (C) Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The sponsoring union accordingly, submitted prayer to pass award with direction to the management to regularise the concerned workmen in special grade w.e.f. 18-3-93 and 21-3-94 along with consequential relief/relieves.

3. Management on the contrary after filing written statement cum rejoinder have denied all the claims and allegation which the sponsoring union asserted in the written statement. They submitted that Shiva Nand Tiwari and Satrugan Singh are permanent workmen and working as Time Keeper and Loading Clerk in clerical grade II. Thereafter, as per provision of NCWA they were granted SLU to clerk grade I and are drawing the wages of clerical grade I.

They submitted that Weigh Bridge Clerks are entitled to be placed in clerical grade III as per N. C. W. A. while the concerned workmen are already enjoying higher grade. Accordingly, they submitted that regularisation of higher grade employers in a lower category is neither justified nor legal or proper besides such demand on the part of the workmen is simply unheard of unless they have some ulterior motive or vested interest for preferring to remain in lower grade.

They submitted that the concerned workmen were posted in Weigh Bridge in their existing grade and designation and they are performing their jobs according to their designations in the Weigh Bridge.

Accordingly they submitted prayer to pass award rejecting the claim of the concerned workmen.

4. POINTS TO BE DECIDED

"Whether the action of the management of M/s. BCCL in not regularising the workmen Shri Shiva Nand Tiwari and Shri Satrugan Singh as Weigh Bridge Clerks working in G. O. C. P. W. B. Bastacolla Area No. IX is justified, legal and proper? If not, to what relief are the workmen entitled and from what date?"

5. FINDING WITH REASONS

It transpires from the record that in spite of giving several opportunities as the sponsoring union failed to take any step in the matter of hearing of this case the instant case was fixed for expert hearing. In course of exparte hearing management in support of their claim examined one witness as M. W. I.

Considering the pleadings of both sides there is no dispute to hold that concerned workmen, i. e., Shiva Nand Tiwari and Satrugan Singh were posted as Time Keeper and Loading clerk in clerical grade II in permanent capacity. It is further contention of the management that as per provision of N. C. W. A. they were offered S.L.U. in clerical grade I and started drawing their wages in that capacity. They submitted that the concerned workmen have placed their demand for regularisation as Weigh Bridge Clerk which is a clerical grade III post as per NCWA. They disclosed that the concerned workmen never disclosed why they preferred regularisation in lower grade while they were enjoying higher grade. M. W. I. during his evidence corroborated the facts which the management disclosed in their pleadings. Therefore considering the evidence of M. W. I. it is clear that Weigh Bridge Clerk while comes under clerical grade III and the concerned workmen have claimed regularisation is that post leaving all the benefits of higher grade which they are enjoying.

The question which the management have raised appears to be very much pertinent and the sponsoring union or the workmen can not avoid to explain. It is seen that in spite of giving several opportunities neither the sponsoring union nor the concerned workmen came forward

to explain the reason about their demand for regularisation as Weigh Bridge Clerk which is a Lower grade as per N. C. W. A. according to the submission of the management.

As a art of punishment a workman can be demoted to lower post but it is really unheard of that a workman can place such claim for his regularisation in Lower grade leaving the benefits of higher grade which he is enjoying until and unless he holds some specific reasons.

In spite of giving scope as the sponsoring union has failed to establish their claim based on the facts disclosed in their written statement there is no scope to uphold their contention.

Accordingly, there is no scope at all to give relief to the concerned workmen based on their claim as per reference.

In the result the following award is rendered :

"That the action of the management of M/s. BCCL in not regularising the workmen Shri Shiva Nand Tiwari and Shri Satrugan Singh as Weigh Bridge Clerks working in G. O. C. P. W. B. Bastacolla Area No. IX is justified.

Consequently the concerned workmen are not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 762.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 127/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/150/2000-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 762.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 127/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-01-2006.

[No. L-20012/150/2000-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO.2,
DHANBAD
PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference No. 127 OF 2000

PARTIES:

Employers in relation to the management of Govindpur Colliery under Govindpur Area No. III of M/s. BCCL and their workmen.

APPEARANCES

On behalf of the workman : Mr. N.G. Arun,
Representative of the
workman.

On behalf of the employers : Mr. D.K. Verma,
Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 2nd January, 2006

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/150/2000. I.R. (C-I) dated, the 27th September, 2000.

SCHEDULE

“Whether the demand of Rashtriya Colliery Mazdoor Sangh from the management Govindpur Area No. III of M/s. BCCL for appointment of Bisundeo Hazari as P.F. Clerk Grade II w.e.f. 25-12-1995 instead of 9-7-1992 is legal and justified?” If so, what relief the workman concerned is entitled to?”

2. The case of the concerned workman according to written statement submitted by the sponsoring union on his behalf in brief is as follow :

The sponsoring union submitted that the concerned workman was appointed as H.E.M. Trainee in category I. Subsequently by office order No. GM/AR-III PD/91/886/12021-22 dt. 25-5-91 he was entrusted to do the job of clerk. He was initially regularised in grade III. Later on he was promoted to grade II. They submitted that by office order No. GC/93/2652 dt. 3-2-94 he was entrusted to do the job of Gratuity, life cover scheme as well as other clerical jobs. They submitted that a note sheet was initiated for the purpose of his regularisation in grade II since 25-5-91 but still management did not finalise the same.

They disclosed that the concerned workman is entitled to be regularised in grade II on and from 25-5-91,

in grade I on and from 25-5-99 and in Tech. & Supervisory grade on and from 25-5-03. They alleged that as the management ignored his genuine demand he raised an Industrial Dispute before ALC(C) for conciliation which ultimately resulted reference to this Tribunal for adjudication.

Accordingly on behalf of the concerned workman it has been prayed by the sponsoring union to pass award directing the management to regularise the workman concerned in grade II on and from 25-5-91, in grade I on and from 25-5-95, in special grade on and from 25-5-99 and in Tech. & Supervisory grade on and from 25-5-03.

3. Management on the contrary after filing written statement cum rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement.

They submitted that as per Cadre Scheme the entry point in clerical cadre is clerk grade III and promotion in clerk grade II can be made only from clerical grade III on recommendation of D.P.C.

They disclosed that the concerned workman was appointed as H.E.M.M. Trainee in category I under Land Looser Scheme and thereafter he was regularised in clerical grade III w.e.f. 25-5-91. He got his promotion in clerical grade II w.e.f. 25-12-95. After getting his promotion in clerical grade II he submitted representation to the management and that representation was duly considered and instead of 25-12-95 he was promoted in clerk grade II w.e.f. 25-5-94 giving him notional seniority of grade II vide office order dt. 17-6-98. Thereafter, the concerned workman got his promotion in clerical grade I w.e.f. 1-7-2000.

They submitted that the concerned workman has made unjustified demand without having any merit and for which his prayer is liable to be rejected.

4. Points to be decided

“Whether the demand of Rashtriya Colliery Mazdoor Sangh from the Management Govindpur Area No. III of M/s. BCCL for appointment of Bisundeo Hazari as P.F. Clerk Grade II w.e.f. 25-12-1995 instead of 9-7-1992 is legal and justified?” If so, what relief the workman concerned is entitled to?”

5. Finding with reasons

It transpires from the record that the sponsoring union with a view to substantiate their claim did not adduce any oral evidence. However, they relied on certain documents which were marked as Exht. W-I to W-6 on consent.

Management instead of adducing any oral evidence also relied on the documents, which the sponsoring union relied on.

Considering the facts disclosed in the pleading of both sides there is no dispute to hold that the concerned workman got his appointment as H.E.M.M. Trainee in category I under the management.

It is admitted fact that by office order No. GC/X-5A/91/3571 dt. 19/21-7-91 (Exht. W-2) the concerned workman who was H.E.M.M. (J) was designated as clerk in Grade III and placed in the P.F. Department. This order was issued under signature of Dy. C.M.F. Govindpur Colliery. Thereafter by office order No. GC/PD/93/2652 dt. 26/3=11/12=93 (Exht. W-4) he was entrusted the job related to settlement of claims with regard to Gratuity/Life Cover Scheme. Again it transpires by office order No. GM/AR-III/PD/96/40/1642/20702 dt. 21/22-8-96 (Exht. W-5) the concerned workman was regularised from clerical grade III to clerical Grade II w.e.f. 25-12-95.

Contention of the management is that after passing the said order concerned workman submitted representation to the management against order of his regularisation in clerical grade II with effect from 25-12-95. They submitted that after considering the said representation management modifying the earlier order as referred to above regularised him w.e.f. 25-5-94 instead of 25-12-95 giving him notional seniority vide office order dt. 17-6-98. This submission of the management corroborates the facts disclosed in their letter No. GM/AR-III/PD/98 dt. 4-8-98 addressed to ALC(C), Dhanbad (Exht. W-I).

It is the specific contention of the management that as per N.C.W.A. appointment of a clerk in clerical grade is made in clerical grade III. Promotion in clerical grade II is given from clerical grade III to the clerks who have completed three years of service and whose name are recommended by D.P.C.

Considering N.C.W.A. I find support in the claim of the management in that regard. Therefore, as per N.C.W.A. there is no scope at all to claim promotion in the post of clerk in grade II from grade III prematurely or without fulfilling the conditions as laid down therein.

The sponsoring union in para 4 of their written statement admitted the fact getting promotion of the concerned workman in clerical grade II. However, they claimed that the said order was passed vide office order No. GC/93/2652 dt. 3-2-94. On the contrary claim of the management is that the said order of his promotion was issued w.e.f. 25-5-94. In course of hearing the sponsoring union relied on office order No. GC/93/2652 (marked as Exht. W-4). This office order was issued dt. 26-11-93/3-12-93 and not on 3-2-94. Moreover, the said office order speaks of entrustment of the job to the concerned workman related to settlement of claims with regard to Gratuity/Life Cover Scheme and not related to his promotion in clerical grade II. Therefore, there is no dispute to hold that by referring wrong office order the sponsoring union intended to mislead the Tribunal in course of hearing.

It is the contention of the sponsoring union that the concerned workman is entitled to be regularised in clerical grade II w.e.f. 25-5-91 and a note sheet to that effect was initiated by the management but they have not yet finalised the same.

It has been admitted by the sponsoring union that the concerned workman initially has got his appointment

as H.E.M.M. (Trainee) and thereafter by office order dt. 25-5-91 (Exht. W-3) he was regularised in the post of clerk grade III. It is seen that the sponsoring union has claimed for his regularisation in clerical grade II from the same date.

As per N.C.W.A. a clerk in clerical grade III is appointed by way of selection/interview. Under the same provision promotion in clerical grade II only can be made from the post of clerk grade III. There is no provision in N.C.W.A. to get selection in the post of clerk grade II directly. It is admitted fact that concerned workman initially was H.E.M.M. (Trainee) in category-I. A worker of category-I in no circumstances is eligible to get his promotion in clerical grade III. He only can be appointed in such post by way of selection or interview. Therefore, burden of proof absolutely rests on the sponsoring union to establish that a worker of category I is very much entitled to get his promotion directly in clerical grade II evading the post of clerk grade III. Mere initiation of note sheet by local management to consider regularisation of the concerned workman in clerical grade II from his post of category I ipso facto does not accrue any right to claim his regularisation in clerical grade II. If such claim of the sponsoring union is acceded to in that case the provision as laid down in N.C.W.A. in the matter of appointment and promotion of clerks in different grade should be totally ignored. Therefore, before ignoring the specific provision of N.C.W.A. in the matter of selection and promotion of clerk from lower grade to higher grade the sponsoring union can not avoid these responsibility to adduce cogent evidence to substantiate their claim. I find no hesitation to say that they have lamentably failed to produce a single scrap of paper to show that a category I worker is very much eligible to get his promotion directly in clerical grade II evading clerical grade III.

It is curious to note that when sponsoring union admitted regularisation of the concerned workman in the post of clerk in clerical grade III w.e.f. 25-5-91 they have claimed his regularisation in clerical grade II on and from the same date. The sponsoring union has miserably failed to explain the basis of such claim particularly when they knew very well that N.C.W.A. has clearly specified how promotion in higher clerical grade should be given.

Accordingly, considering all the facts and circumstances I find no hesitation to say that the sponsoring union raised such Industrial Dispute which practically had no basis at all. I, therefore, hold that the concerned workman's claim is absolutely baseless and for which he is not entitled to get any relief in view of prayer made by sponsoring union on his behalf.

In the result the following award is rendered :

"That the demand of Rashtriya Colliery Mazdoor Sangh from the management of Govindpur Area No. III of M/s. BCCL for appointment of Bishnudeo Hazari as P.F. Clerk Grade II w.e.f. 25-12-95 instead of 19-7-92 is not legal and justified.

Consequently, the concerned workman named above is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 763.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 163/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/185/2000-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 763.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 163/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-01-2006.

[No. L-20012/185/2000-IR(C-1)]

S. S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
DHANBAD**

PRESENT:

Shri B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act., 1947

Reference No. 163 of 2000

PARTIES:

Employers in relation to the management of Block II
Area of M/s BCCL and their workmen.

APPEARANCES:

On behalf of the workman : Mr. S C. Gaur, Ld.
Advocate

On behalf of the employers : Mr. D.K. Verma,
Ld. Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 3rd January, 2006

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/185/2000 (C-1) dated the 18th October, 2000.

SCHEDULE

“Whether the action of the Management in not sending Sri Ashu Rajwar, to the Apex Medical Board for assessment of his age is justified? If not, to what relief is the concerned workman entitled?”

2. The case of the concerned workman according to written statement submitted by the sponsoring union is as follows :

The sponsoring union submitted that the concerned workman was appointed on 1-1-71 by the erstwhile owner of M/s Barore Colliery Co.(P) Ltd. which was taken over by Central Govt. on 17-10-71 and nationalised w.e.f. 1-5-72.

They submitted that at the time of appointment his date of birth in the Form-B Register was recorded as 2-3-1950 on the basis of his School Leaving Certificate. They disclosed that in the year 1987 management issued service excerpt to him wherein his date of birth was recorded as 2-3-1942 instead of 2-3-1950. Accordingly, he corrected that wrong entry in the service excerpt and returned back the same to the management for making necessary corrections in their records but they did not take any step for such corrections. Accordingly, he submitted repeated representations to the management for rectification of his date of birth as 2-3-1950 instead of 2-3-1942 as recorded in the service excerpt but did not so. Even by written representation he requested the management to send him to Medical Board for assessment of his age as per J.B.C.C.I. Circular but his such prayer also was not considered and for which he raised an Industrial Dispute before ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication.

Sponsoring union accordingly on behalf of the concerned workman submitted prayer to pass award directing the management to send the concerned workman to Apex Medical Board for assessment of his age based on J.B.C.C.I. Circular No. 76.

3. Management on the contrary after filing written statement-cum-rejoinder have denied all the claims and allegation which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman.

They submitted that at the time of appointment the concerned workman declared his date of birth as 2-3-42 and accordingly, his date of birth was recorded as such in the Form-B Register which is considered as statutory register under the Mines Act. They submitted that in the year 1987 management issued service excerpt to the concerned workman wherein his date of birth was recorded as 2-3-42. After receiving the service excerpt concerned workman raised an objection regarding his date of birth but he did not mention his actual date of birth and also did not produce any valid document in support of his date of birth which he claimed.

They submitted that date of birth recorded in Form-B Register is correct and it was recorded at the time of his appointment and the concerned workman also accepted

the same. Accordingly they submitted prayer to pass award rejecting the claim of the concerned workman.

4. Points to be decided.

"Whether the action of the Management, in not sending Sri Ashu Rajwar, to the Apex Medical Board for assessment of his age is justified? If not, to what relief is the concerned workman entitled?

5. Finding with reasons.

It transpires from the record that the sponsoring union with a view to substantiate the claim examined to concerned workman and another witness as W.W.1 and W.W.2 Management also in support of their claim examined one witness as M.W.1

Considering the evidence of both sides and also considering the facts disclosed in the pleadings it transpires that the concerned workman got his appointment as Fitter Helper on 1-1-71 by the erstwhile owner of Barora Colliery. As per written statement submitted by the sponsoring union that date of birth of the concerned workman was recorded as 2-3-50 in the Form-B Register. It has been further disclosed by them that in the year 1987 management issued service excerpt to the concerned workman wherein he found that his date of birth was recorded as 2-3-42 and accordingly he rectifying the said wrong date of birth returned the service excerpt to the management with request to correct his date of birth as 2-3-50 in the Company's register. Further contention of the sponsoring union is that said date of birth i.e. 2-3-50 was recorded in the Form-B Register of the erstwhile owner on the basis of School Leaving Certificate produced by him.

W.W.1 is the concerned workman who was examined by the sponsoring union in course of hearing. This witness during his evidence disclosed his inability to say what age was recorded in the Form-B register at the time of his appointment. He disclosed that on receipt of service excerpt he came to know that his date of birth was 1942 and for which he raised his objection and requested the management to rectify his date of birth. During cross examination this witness admitted his signature appearing in the Form-B register (marked as Exht. M-1). He further admitted that as per Form-B register his date of birth was recorded as 2-3-42.

The service excerpt issued in favour of concerned workman by the management during evidence of W.W.2 was marked as Exht. W-2. This witness relying on service excerpt disclosed that two date of birth viz. 2-3-42 and 2-3-50 had been recorded therein and submitted further that actual date of birth recorded in the Form-B register was 2-3-50 and not 2-3-42.

M.W.1 on the contrary during his evidence disclosed that initially the concerned workman got his appointment at Barora Colliery and thereafter, he was transferred to B.O.C.P. which was subsequently merged with Nudkherkee Colliery. The original Form-B register of Barora Colliery during evidence of this witness was marked as Exht. M-2 and according to this register date of birth of the concerned

workman was recorded as 2-3-42. It further transpires that not only photograph of the concerned workman was affixed but also his signature is found in the respective column of this register. This witness disclosed that when the concerned workman was transferred to Nudkherkee Colliery the same date of birth was recorded in the Form-B register of that Colliery which during his evidence was marked as Exht. M.3 Considering these two Form-B register I find no dispute to hold that date of birth of the concerned workman was recorded as 2-3-42 and not 2-3-50.

This witness disclosed that when gross anomaly is detected about recording date of birth of any workman in different registers of the Company decision in that case is taken for sending that workman to Apex Medical Board for assessment of his age. He submitted that in the instant case there was no question of sending the concerned workman to Apex Medical Board for assessment of his age in absence of any discrepancy in the matter of recording his date of birth in the registers of the Company.

The sponsoring union relying on the service excerpt issued to the concerned workman by the management submitted that two dates of birth have been recorded in the same viz 2-3-42 and 2-3-50 (Exht. W-1).

I have carefully considered the carbon impression of the service excerpt issued to the concerned workman wherein his date of birth is written as 2-3-42. Another date of birth recorded in ink as 2-3-50 is appearing by the side of that date of birth recorded in carbon impression. This service excerpt was produced by the concerned workman from his possession in course of his evidence. In the remarks column he made endorsement to the effect that his age was recorded much higher than his actual age. He was 36 years old at the relevant time and accordingly requested the management for making proper verification. At the time of passing his comments he did not disclose existence of two dates of birth in the service excerpt. After careful consideration there is sufficient reason to believe that date of birth 2-3-50 recorded in ink was written in the service excerpt. Later on by the person who was interested and not by the management. Had that been so there would be endorsement to that effect.

Considering the Form-B register I find no dispute to hold that date of birth of the concerned workman was recorded as 2-3-42. Apart from affixation of his photograph he also signed the same endorsing correctness of the entries including his date of birth recorded therein. At that relevant time he did not raise any dispute about alleged wrong recording of his date of birth. This witness admitted during his evidence about receipt of service excerpt issued by the management. In the said service excerpt he made an endorsement to the effect that he was 36 years old at that relevant time but in support of his claim he failed to produce any cogent document. He also at that time did not consider necessary to raise any Industrial Dispute challenging the date of birth recorded therein W.W.1 i.e. the concerned workman in the written statement disclosed that as per School Leaving Certificate management at the time of his appointment recorded his date of birth and 2-3-50 not only in the Form-B register but also in all other registers. In spite

of getting ample opportunity the concerned workman in course of hearing failed to produce school register to justify that his date of birth was 2-3-50. He has failed to produce a single scrap of paper in course of hearing to show that his date of birth was 2-3-50 though management wrongly recorded his date of birth as 2-3-42. It is seen that at the fag end of his service the concerned workman raised Industrial Dispute for rectification of his date of birth but has failed to explain the reason of his inordinate delay to that effect.

In the decision reported in 2005 LAB i.e. 1938 their Lordships of the Hon'ble Apex Court observed very clearly that "Correction in entries made in Govt. records on the basis of which the Government servant got the service can not allowed to be changed just a few years before retirement or at the fag end of his retirement."

This observation of the Hon'ble Apex Court clearly pointed out that no such prayer for rectification of date of birth could be entertained if it comes at the fag end of the service of the workman.

In view of my discussion above it will expose clearly that the concerned workman got ample opportunity to raise dispute over rectification of his date of birth long back but he did not consider necessary to do so. On the contrary he started agitating in that regard at the fag end of his service without sufficient explanation. Accordingly such prayer of the concerned workman can not be entertained at all and for which he is not entitled to get any relief.

In the result the following award is rendered :

"That the action of the Management, in not sending Sri Ashu Rajwar, to the Apex Medical Board for assessment of his age is justified.

Consequently, the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 764.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 38/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/244/2004-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 764.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2005) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-01-2006.

[No. L-20012/244/2004-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

REFERENCE NO. 38 OF 2005

PARTIES:

Employers in relation to the management of Kusunda
Area of M/s. BCCL and their workmen.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. U. N. Lal,
Advocate

State : Jharkhand : Industry : Coal

Dated, Dhanbad, the January, 2006

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/244/2004. I.R. (C-I) dated, the 31st March, 2005

SCHEDULE

"Whether the demand of Rashtriya Colliery Mazdoor Congress from the management of BCCL, Kusunda Area that Sh. Dhananjay Gope P.R. Miner/Loader be regularised is PR Trammer is justified? If so, to what relief is the workman entitled and from what date?"

2. In this case neither the concerned workman nor his representative appeared before this Tribunal. Management, however, made appearance through their authorised representative. It transpires from the record that registered notices and show cause notice were issued to the concerned workman/sponsoring union consecutively. In terms of Rule 10B of the I.D. Central Rules, 1957 it is mandatory on the part of the concerned workman/sponsoring union to file Statement of claim, list of reliances and witness before the Tribunal within 15 days from the date of receipt of the order of reference. The concerned workman/sponsoring union not only violated the above rules but also even did not consider necessary to respond to the notices issued by this Tribunal. Gesture of the workman/sponsoring union if is taken into consideration will expose clearly that the concerned workman/sponsoring union is not interested to proceed with the hearing of this case. Under such circumstances, this Tribunal also finds

no ground to adjourn the case suo moto. Hence, the case is closed and accordingly a 'No dispute' Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 765.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 40/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/248/2004-आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 765.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2005) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-01-2006.

[No. L-20012/248/2004-IR(C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2 AT DHANBAD

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(I)(d) of the I.D. Act, 1947.

REFERENCE NO. 40 OF 2005

PARTIES:

Employers in relation to the management of Western
Jharia Region of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma,
Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 3rd January, 2006

AWARD

The Government of India, Ministry of Labour, in
exercise of the powers conferred on them under Section

10(1)(d) of the I.D. Act, 1947 has referred the following
dispute to this Tribunal for adjudication vide their Order
No. L-20012/248/2004-I.R. (C-I) dated, the 31st March, 2005

SCHEDULE

"Whether the action of the management of BCCL,
Western Jharia Area in dismissing Sri Tara Pada Bouri
from service w.e.f. 17-6-2003 is just, proper and legal?
If not, to what relief is the workman entitled?"

2. Neither the concerned workman nor his
representative appeared in this case. Management,
however, made appearance through their authorised
representative. It transpires from the record that registered
notices and show cause notice were issued to the
concerned workman/sponsoring union consecutively. In
terms of Rule 10B of the I.D. Central Rules, 1957 it is
mandatory on the part of the concerned workman/
sponsoring union to file Statement of Claim, list of
documents, list of reliances and witness before the Tribunal
within 15 days from the date of receipt of the order of
reference. The concerned workman/sponsoring union not
only violated the above rules but also even did not consider
necessary to respond to the notices issued by this Tribunal.
Gesture of the workman/sponsoring union if is taken into
consideration will expose clearly that the concerned
workman/sponsoring union is not interested to proceed
with the hearing of this case. Under such circumstances,
this Tribunal also finds no ground to adjourn the case suo
moto. Hence, the case is closed and accordingly a 'No
dispute' Award is passed in this reference presuming non-
existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 766.—औद्योगिक विवाद अधिनियम, 1947 (1947
का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि.
के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध
में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम
न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 42/2005) को प्रकाशित
करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/218/2004-आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 766.—In pursuance of Section 17 of the
Industrial Disputes Act, 1947 (14 of 1947), the Central
Government hereby publishes the award (Ref. No. 42/2005)
of the Central Government Industrial Tribunal/Labour Court
Dhanbad-II now as shown in the Annexure, in the Industrial
Dispute between the employers in relation to the
management of BCCL and their workman, which was
received by the Central Government on 27-1-2006.

[No. L-20012/218/2004-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
AT DHANBAD****PRESENT:**

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

Reference No. 42 of 2005

PARTIES:Employers in relation to the management of Sijua
Area of M/s. BCCL and their workmen.**APPEARANCES:**

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 3rd January, 2006

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/218/2004-I.R. (C-I) dated, the 31st March, 2005.

SCHEDULE

“Whether the action of the management of Sendra Bansjora Colliery of M/s. BCCL in dismissing Sri Afjal Hussain, M/Loader from the services of the company vide order dated 28-2/3-3-2004 is fair and justified? If not, to what relief is the concerned workman entitled?”

2. In this case neither the concerned workman nor his representative appeared before this Tribunal. Management, however, made appearance through their authorised representative. It transpires from the record that registered notices and show cause notice were issued to the concerned workman/sponsoring union consecutively. In terms of Rule 10B of the I.D. Central Rules, 1957 it is mandatory on the part of the concerned workman/sponsoring union to file Statement of Claim, list of reliances and witness before the Tribunal within 15 days from the date of receipt of the order of reference. The concerned workman/sponsoring union not only violated the above rules but also even did not consider necessary to respond to the notices issued by this Tribunal. Gesture of the workman/sponsoring union if is taken into consideration will expose clearly that the concerned workman/sponsoring union is not interested to proceed with the hearing of this case. Under such circumstances, this Tribunal finds no ground to adjourn the case *suo moto*. Hence, the case is closed and accordingly a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 767.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सीसीएल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 33/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/453/96-आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 767.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 33/98) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of CCL and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/453/96-IR (C-I)]

S. S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2 AT
DHANBAD****PRESENT:**

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act, 1947.

Reference No. 33 of 1998

PARTIES:Employers in relation to the management of M/s. BCCL
and their workmen.**APPEARANCES:**

On behalf of the workman : Mr. B.B. Pandey, Advocate

On behalf of the employers : Mr. D. K. Verma, Advocate

State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 3rd January, 2006

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/453/96-I.R. (Coal-I) dated, the 19th/27th February, 1998.

SCHEDULE

“Whether the action of the management of Dhori Colliery of CCL, in denying the employment to Smt. Sushila Devi, Widow of late Shri Ram Gopal, Ex-P.R. worker under 9.4.2 of N.C.W.A. IV is justified? If not, to what relief the widow of the deceased workman is entitled to?”

2. In this case both the parties appeared and filed their respective Written Statement, documents etc. The case then proceeded along its course. Subsequently at the stage of oral evidence of the workman Ld. Advocate for the concerned workman submitted to pass a ‘No dispute’ Award as the concerned workman involved in this reference is not interested to proceed further. No objection raised on the side of the management in view of the submission made by the Ld. Advocate for the concerned workman.

In view of submissions made by the parties I consider that it is redundant to proceed with the hearing of this case. Accordingly a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 768.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 24/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/258/2004-आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 768.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 24/2005) of the Central Government Industrial Tribunal/Labour Court Dhanbad-II now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/258/2004-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2
AT DHANBAD**

PRESENT:

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

Reference No. 24 of 2005

PARTIES:

Employers in relation to the management of Kustorec Area of M/s. BCCL and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : Mr. D. K. Verma, Advocate
State : Jharkhand

Industry : Coal

Dated, Dhanbad, the 3rd January, 2006

AWARD

The Government of India, Ministry of Labour, In exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/258/2004 -I.R. (C-I) dated, the 24th March, 2005.

SCHEDULE

“Whether the action of the management of East Bhagatdih Colliery of M/s. BCCL in not providing employment to Lakhi Kumari, the dependant daughter of late Goverdhan Hari under the provisions of NCWA is justified? If not, to what relief is the said dependant daughter of late Goverdhan Hari entitled to?”

2. Neither the concerned workman nor his representative was found in this case. Management, however, made appearance through their authorised representative. It transpires from the record that registered notices and show cause notice were issued to the concerned workman/sponsoring union consecutively. In terms of Rule 10B of the I.D. Central Rules, 1957 it is mandatory on the part of the concerned workman/sponsoring union to file Statement of claim, list of documents, list of reliances and witness before the Tribunal within 15 days from the date of receipt of the order of reference. The concerned workman/sponsoring union not only violated the above rules but also even did not consider necessary to respond to the notices issued by this Tribunal. Gesture of the workman/sponsoring union if is taken into consideration will expose clearly that the concerned workman/sponsoring union is not interested to proceed with the hearing of this case. Under such circumstances, this Tribunal also finds no ground to adjourn the case *suo moto*. Hence, the case is closed and accordingly a ‘No dispute’ Award is passed in this reference presuming non-existence of any industrial dispute between the parties.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

SCHEDULE

का. आ. 769.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 27/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/450/97-आई आर (सी-1)]

एम.एम. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 769.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27/99) of the Central Government Industrial Tribunal/Labour Court Dhanbad II now as shown in the Annexure in the the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/450/97-IR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD**

PRESENT:

SHRI B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act., 1947

Reference No. 27 of 1999

PARTIES

Employers in relation to the management of Mohuda
Washery of M/s. BCCL and their workmen

APPEARANCES:

On behalf of the workman : Mr. D. Mukherjee and
Mr. K. Chakraborty,
Representative of the
workman and Ld.
Advocate respectively.

On behalf of the employer : Mr. B.M. Prasad, Ld.
Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 3rd January, 2006

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/450/97-IR (C-1) dated 8th January, 1999.

"Whether the action of the management of M/s. BCCL in dismissing Shri Ghundhru Rewani from service is justified? If not, to what relief the concerned workman is entitled to?"

2. The case of the concerned workman according to written statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union alleged that the management with ulterior motive to victimise the concerned workman illegally dismissed him from service by letter of dismissal dtd. 15/16-11-95 bringing false allegation of assaulting and abusing Sri J. Rajak and others on 6-11-95 at 7.45 p.m. They submitted that before dismissing him from service management neither issued any charge sheet nor conducted any domestic enquiry against him. Even slightest opportunity was not given to him to defend himself which was not only illegal and arbitrary but the same violated the principle of natural justice.

After the said order of dismissal concerned workman submitted representation to the management challenging legality of the said order which was issued on the provision as laid down in clause 28 of the Certified Standing order but to no effect for which he raised on Industrial Dispute for conciliation which ultimately resulted reference to this tribunal for adjudication.

The sponsoring union on behalf of the concerned workman accordingly, submitted prayer to pass award directing the management to reinstate the concerned workman to his service setting aside the said illegal order of dismissal from the date of its issuance with full back wages and other consequential relief.

3. Management on the contrary after filing written statement cum rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman.

They submitted that on 6-11-95 at about 7.45 p.m. the concerned workman along with others of Bhurungia Basti came to the officers Colony where water was being collected by the officers viz. S/Shri J.V. Khan, Deputy Personnel Manager, Dr. A. Kumar, Medical Officer, Shri M. Rao, Survey Officer, Mr. J. Rajak, Sr. Asstt. Colliery Manager of Murulidih 20/21 Pits from the water tanker used for supplying water for the officers colony and started abusing the driver of the said water tanker for supplying water to officers colony. When Shri. J. Rajak objected to the concerned workman and requested him to refrain from abusing that driver, he not only assaulted him but also threatened him with abusive languages. As a result of such assault Shri J. Rajak sustained serious injuries to his persons. They submitted that son-in-law Shri Buchka of the concerned workman also was involved directly in assaulting Shri Rajak along with the concerned workman. They alleged further that after assault the concerned workman and his 5/7 associates trespassed in the residence of Shri Rajak and in course of ransacking caused serious

damages to house hold properties. The concerned workman and his associates then entered in the house of Shri J. V. Khan, Deputy Personnel Manager in search of Shri Rajak and thereafter, they left that house shouting slogans with threat of dire consequences against Shri Rajak.

They submitted that after receipt of the complaint from Shri Rajak the local management made formal enquiry over the incident and came to the conclusion that the concerned workman committed serious misconduct under clause 26:1:41 and 26:1:14 of the Certified Standing Order. They disclosed that the misconduct committed by the concerned workman was so serious and of high degree of insubordination that the matter was brought to the notice of C.M.D. of the Company and after getting his approval he was dismissed from service as per provision laid down in clause 28 of the Certified Standing Order by the Project Officer on the basis of instructions and approval from his higher authority and C.M.D. of the Company.

They submitted that the said order issued by the Disciplinary Authority was legal, valid and justified and for which he is not entitled to get any relief.

4. POINT TO BE DECIDED

"Whether the action of the management of M/s. BCCL in dismissing Shri Ghunghru Rewani from service is justified? If not, to what relief the concerned workman is entitled to?"

5. FINDING WITH REASONS

It transpires from the record that management with a view to substantiate their claim examined two witnesses viz M.W. 1 and M.W. 2. Sponsoring union instead of adducing any oral evidence relied on some documentary evidence marked as Exht. W-1 and W-2 in support of their claim.

It is the specific claim of the management as per their written statement that on 6-11-95 at about 7.45 p.m. the concerned workman alongwith some other persons of Bhurungia Bustee came to officers colony where water was being collected by the officers viz. S/Shri. J. V. Khan, Deputy Personnel Manager, Dr. A. Kumar, Medical Officer, Shri M. Rao, Survey Officer and Shri J. Rajak Senior Assistant Colliery Manager of Muruli 20/21 Pits from the water tanker used for supplying water for the officers colony. It has been submitted further that after attending the place of occurrence the concerned workman started abusing the driver of the said water tanker and on seeing that incident when Shri J. Rajak raised his protest and requested him to refrain from abusing the said driver he all of a sudden started assaulting him and threatened him of dire consequences. They submitted that as a result of such assault by the concerned workman and his son-in-law Buchka Shri Rajak sustained serious injuries to his person after that assault the said workman along with his associates trespassed in the quarter of Shri Rajak with lethal weapons, ransacked his quarter and damaged furnitures and other belongings.

They submitted that the Disciplinary Authority on receipt of complaint started formal enquiry against the concerned workman and he was dismissed from his service complying the provision of clause 28 of Certified Standing Order as the misconducts committed by him under clause 26:1:41 and 26:1:14 were very serious in nature.

Mr. J. Rajak who was the complainant and on the basis of whose complaint Disciplinary Authority initiated formal enquiry against the concerned workman and dismissed him from his service during his evidence disclosed that on the relevant date and time as mentioned above a water tanker came to his quarter for supply of water. At that time some villagers came to the spot and started abusing the Driver of the said water tanker.

This witness disclosed that as he raised protest one villager all of a sudden slapped him on his check. This witness during his evidence failed to disclose the name of his assailant. He further disclosed that thereafter a 'manpit' started and the villagers participated in the said.

Considering the evidence of M.W. 1 the material aspect which has been exposed in that he did not utter a single word if the concerned workman was his assailant. He specifically asserted that he was assaulted by a villager and the villagers thereafter ransacked his quarter and damaged one stabilizer of his refrigerator. M.W. 1 though absolutely silent about involvement of the concerned workman during his evidence did not deny his dismissal from service by order of the management.

M.W. 2 during his evidence disclosed that over distribution of water there was an incident in their colony but failed to disclose the name of the persons who were involved in causing such disturbance. He also failed to disclose if Mr. Rajak (M.W. 1) over the said incident sustained any injury to his person or not though he admitted that concerned was dismissed from his service.

Now considering the evidence of M.W. 1 and M.W. 2 it transpires that over supply of water from water tanker an incident took place on 6-11-95 at about 7.45. These two witnesses though disclosed that some villagers of Bhurungia Colony were involved in the said incident failed to disclose if the concerned workman was involved or not. It is seen that on receipt of a complaint from M.W. 1, i.e., J. Rajak, Disciplinary Authority made a formal enquiry over that incident and based on that enquiry the concerned workman was dismissed from his service. In course of hearing management have failed to produce that complaint before this Tribunal which was given by M.W. 1. It is the specific claim of the management as per written statement that concerned workman and his son-in-law Buchka assaulted Shri Rajak and for which he sustained serious injury to his person. Mr. Rajak, i.e., M.W. 1 during his evidence did not utter a single word that he was assaulted by the concerned workman and his son-in-law which resulted serious injury to his person. He disclosed that at the time of that incident one villager slapped him on his check. Therefore, if the evidence of M.W. 1 is taken into consideration there is sufficient reason to hold that management made out exaggerated

story in the written statement submitted by them over assault on M.W.1.

It is seen that over the self same incident management lodged F.I.R. against three persons including the concerned workman and G.R. Case No. 4019/95 was started in the Court of Ld. S.D.J.M., Dhanbad and trial commenced against those persons under Section 147 of I.P.C. The Certified copies of the judgement Exht. W/2 shows that the accused person were acquitted from the charge brought against them vide judgement and order dt. 13-3-2000 as the prosecution has failed to substantiate the charge. It is seen that while investigation was proceeded on in view of F.I.R. lodged by the management they dismissed the concerned workman from the service by letter dt. 15/16-11-95 (Exht. W/1), i.e., within ten days after the incident in question.

It is the contention of the management that the concerned workman committed serious misconduct under clause 26:1:41 and 26:1:14 of the Certified Standing order for commission of misconducts of riotous and/or disorderly behaviour threatening and quashing other workmen or interference with work of other workmen as well as assaulting or intimidating workmen/employees of the Company within the Company's estate and premises. It has been submitted further that as degree of insubordination and indisciplined acts committed by the concerned workman were so high he was dismissed from service under clause 28 of the Certified Standing order after taking approval of C.M.D..

Therefore, it is clear that before dismissing the concerned workman from service management neither issued any chargesheet nor conducted domestic enquiry against him and for which he did not get any scope to defend his case.

Clause 28 of the Certified Standing order speaks that where a workman has been convicted for a criminal offence in a Court of law or where the Chairman/Managing Director of the Company is satisfied for reasons to be recorded in written that it is expedient or against the interest of security to continue to employ the workman, the workman may be removed or discharged from services without following the procedure laid down in Standing order No. 27.

Therefore, according to this clause Chairman/Managing Director of the Company is the only competent person who can dismiss a workman from his service without following the procedure as laid down in clause 27 of the Standing order. In the instant case order of dismissal was signed by the Project Officer, Mohuda Coal Washery. As per clause 28, the Project Officer can not be considered as competent officer to dismiss a person. Therefore, onus was on the management to establish that Project Officer being competent person rightly dismissed the concerned workman from his service. It is seen that inspite of getting opportunity management have failed to substantiate this fact. Accordingly the said order of dismissal in the eye of law is to be treated as an illegal order.

The allegation of the management that clause 28 of the Certified Standing order was invoked as the concerned workman committed serious misconduct under clause 26:1:41 and 26:1:14 of the Certified Standing order. It is

seen that the concerned workman not only got his order of acquittal from the criminal case pending against him over the incident in question but also M.W.1 who was the victim and M.W.2 who was an eye witness to the incident in course of evidence did not utter a single word against the concerned workman about his involment in committing the alleged offence. When these two witnesses did not disclose anything against him how the management found him guilty in course of formal enquiry done by them before dismissing him from service.

On careful consideration of all the facts and circumstances I find no dispute to hold that management illegally and arbitrarily violating the principle of natural justice dismissed the concerned workman from service without giving slightest opportunity to defend his case. Consequent to which he was forced to remain in unemployment for a long period.

In the result the following award is rendered :

AWARD

"That the action of the management of M/s BCCL in dismissing Sri Ghunghru Rewani from service is not justified. Order of discharge from service issued against the concerned workman named above is hereby set aside. Management is directed to reinstate the concerned workman named above to his service within three months from the date of publication of the award in Gazette of Govt. of India. Management is also directed to pay 50% of the back wages with consequential relief to him from the date of his discharge till the date of his joining in the service.

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 770.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-II के पंचाट (संदर्भ संख्या 111/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/247/96-आई आर (सी-I)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 770.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 111/97) of the Central Government Industrial Tribunal/Labour Court, Dhanbad II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/247/96-IR (C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL (NO. 2)
AT DHANBAD

PRESENT :

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
 10(1)(d) of the I.D. Act., 1947

Reference No. 111 of 1997

PARTIES

Employers in relation to the management of Angarpathra
 Colliery of M/s BCCL and their workmen

APPEARANCES :

On behalf of the workman : Mr. D. Mukherjee, Secretary,
 Bihar Colliery Kamgar
 Union

On behalf of the employers : Mr. R. N. Ganguly, Advoca-
 cate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 4th January, 2006

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/247/96-IR (C-I) dated the 13th October, 1997.

SCHEDULE

“Whether the claim of the Union that the management of Katras Area of M/s. BCCL has illegally dismissed Late Mani Shankar Mahato is justified? If so, whether the demand for employment of Sh. Tarapada Mahato alias Molay Chandra Mahato under NCWA as a dependent of deceased workman by Union is legal and justified? If so, to what relief is Shri Tarapada Mahato alias Molay Chandra Mahato is entitled?”

2. Case of the concerned workman/petitioner according to Written Statement submitted by the sponsoring union on his behalf in brier is as follows:—

The sponsoring union submitted that Mani Shankar Mahto was a permanent worker at Angarpathra Colliery. They disclosed that the said workman unfortunately became victim of mental disease. Management was fully aware of his illness and accordingly they referred the concerned workman to the Medical Officer of the Colliery for treatment. Thereafter as per recommendation of the Medical Officer of the colliery he was referred to Ranchi

Manasik Hospital for his treatment where he remained under treatment for a long period. They submitted that after recovery from his illness said Mani Shankar Mahato reported for his duty along with a Medical Certificate, but he was not allowed to resume his duties. On the contrary his dismissal from service was communicated to him. They submitted that the concerned workman neither received any chargesheet nor any show cause and for which he did not get any opportunity to defend his case. They alleged that he was illegally, arbitrarily and violating the principle of natural justice dismissed him from his service. They disclosed that said Mani Shankar Mahato died in the year 1994 and after his death his dependent son submitted a representation to the management to provide him employment on compassionate ground but that too was rejected and for which he through the sponsoring union raised an industrial dispute before the ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication. The sponsoring union accordingly submitted prayer to pass award with declaration that dismissal of Mani Shankar Mahato from his service was illegal and with direction to provide employment to his son Shri Tarapada Mahato alias Molay Chandra Mahato of the deceased worker Mani Shankar Mahato on compassionate ground within three months from the date of publication of the Award in the Gazette of India.

3. Management on the contrary after filing Written Statement-cum-rejoinder have denied all the claims and allegations which the sponsoring union asserted in the Written Statement submitted on behalf of the concerned workman/petitioner. They submitted that Mani Shankar Mahato was dismissed from his service w.e.f. 23-5-92 with the charge of committing misconduct of long absenteeism from his duty without permission and without information, said Mani shankar Mahato died on 20-8-94. They submitted that after the death of Mani Shankar Mahato the petitioner workman claiming himself as Tarapada Mahato alias Molay Chandra Mahato and posed himself to be the son of said Mani Shankar Mahato submitted his claim for his employment being dependent of late Mani Shankar Mahato who died in harness. It was explained to him that his claim for compassionate employment could not be entertained as Mani Shankar Mahato was not in the roll of the company due to dismissal of his service w.e.f. 23-5-92. Thereafter under influence of the said Tarapada Mahato alias Molay Chandra Mahato the sponsoring union raised an industrial dispute before the ALC(C), Dhanbad stating that dismissal of Mani Shankar Mahato was illegal and unjustified on the ground that neither he was issued with any chargesheet nor any enquiry was held against him and he was suffering from mental illness and was incapable of performing his duties. It has been disclosed by the management that the chargesheet which was issued against Mani Shankar Mahato was not only received by him but also he submitted reply to that chargesheet and thereafter a domestic enquiry was initiated

against him wherein also the said workman fully participated and full opportunity was given to him to defend his case. After completion of enquiry the E.O. submitted his report dt. 15-4-92 holding the concerned workman guilty to the charges and thereafter he was dismissed from service vide letter dt. 23-5-92 being approved by the G.M. They submitted that the said order of dismissal issued against the concerned workman was legal and justified and in accordance with the provision of the Certified Standing Order. They further submitted that the petitioner posing himself to be the son of late Mani Shankar Mahato can not have any right to challenge the legality or validity of dismissal of late Mani Shankar Mahato after his death. They further submitted that claim of the petitioner workman Tara Pada Mahato alias Molay Chandra Mahato is not justified and for which he is not entitled to get any relief in view of prayer made by the sponsoring union. Accordingly management submitted prayer to pass Award rejecting the claim of the sponsoring union.

4. Before taking up hearing of this case on merit it was taken into consideration if domestic enquiry conducted against Mani Shankar Mahato by the Enquiry Officer was fair, proper and in accordance with the principle of natural justice. The said issue on preliminary point after hearing both sides was disposed of in favour of the management vide Order No.41 dt. 18-10-2005.

5. Now the point for consideration is whether management have been able to substantiate the charge brought against said Mani Shankar Mahato. If so whether he is entitled to get any relief under Section 11A of the I.D. Act, 1947 and further if the petitioner workman is entitled to get his employment on compassionate ground in view of his prayer.

FINDING WITH REASON

6. It transpires from the record that the sponsoring union with a view to substantiate their claim examined Mr. K.N. Jha as MW-1. Considering the evidence of both sides and also considering the facts disclosed in the pleadings I find no dispute that Mani Shankar Mahato was a worker of Angarpathra Colliery, MW-1 who was Enquiry Officer to conduct domestic enquiry against Mani Shankar Mahato during his evidence disclosed that the Disciplinary Authority issued a chargesheet against said Mani Shankar Mahato for committing misconduct on the ground of absentism. Copy of chargesheet during his evidence was marked as Ext.M-1. After receipt of the chargesheet, it has been claimed by the management, that said Mani Shankar Mahato submitted his reply and during evidence of MW-1 said reply was marked as Ext.M-2. Ext. MW-1 during his evidence disclosed that the concerned workman fully participated in the hearing of the enquiry proceeding and also full opportunity was given to him to defend his case. The enquiry proceeding papers during his evidence was marked as Ext. M-4 series while signatures of the concerned

workman in the proceeding papers were marked as Ext. M-5 series. He disclosed that after completion of enquiry he submitted report to the Disciplinary Authority holding the concerned workman guilty. His report during evidence was marked as Ext. M 6. Thereafter the Disciplinary Authority dismissed the concerned workman from his service taking approval from the General Manager, said letter of dismissal was marked as Ext. M-8. On the contrary WW-1 who has claimed himself to be the son of Mani Shankar Mahato during his evidence disclosed that in the year 1982 his father became insane. Initially he was treated in the colliery hospital at Angarpathra and thereafter he was referred to Central Hospital, Dhanbad for his further treatment and thereafter he was referred to Ranchi Manasik Arogyashala. This witness disclosed that inspite of his treatment his father was not cured. This witness submitted during his evidence that in the year 1992 his father came to his place of work with a view to resume his duties but instead of allowing him to resume his duty, dismissed him from service. This witness submitted that the management illegally and arbitrarily dismissed his father from service as neither any chargesheet was issued nor any enquiry was held against him. He disclosed that after the said order of dismissal, on 28-7-92 his father made an appeal to the management for his employment but that was not adhered to by them. He disclosed that on 20-8-94 his father died. During his evidence this witness submitted the medical papers in support of the treatment of his father which were marked as Ext. W-1 series. The death certificate of his father was marked as Ext. W-3.

If the submission of the sponsoring union is taken into consideration in that case it will be seen that said Mani Shankar Mahato was dismissed from his service illegally and arbitrarily violating the principle of natural justice without issuing either any chargesheet or holding any domestic enquiry against him. Their contention is that said Mani Shankar Mahato was a mental patient and he was suffering from that ailment for a long period which was very much within the knowledge of the management not only but it was the management who arranged for his mental treatment. I have considered the medical papers submitted by the sponsoring union about the treatment of the concerned workman which in course of evidence of WW-1 were marked as Ext. W-1 series. I am fully satisfied that management was very much aware about the fact that he was suffering from mental disease.

The document marked as Ext. W-1/20 will show very clearly that the concerned workman was taken to Ranchi Manasik Arogyashala on 27-8-89 but was not admitted there for want of post facto sanction. It is further seen that it was the management who sanctioned certain amount (Ext. W-1/21) as Medical Advance for the treatment of the worker. Therefore, the plea taken by the management that said Mani Shankar Mahato remained on unauthorised absence without their knowledge cannot be believable. It is fact that for a long period said workman Mani Shankar Mahato failed to attend his duty as he was a mental patient.

It is the claim of the management that as the concerned workman remained on unauthorised absence a chargesheet was issued to him which during evidence of MW-1 was marked as Ext. M-1. The said chargesheet dt. 28-3-92 issued by the management was duly received by the concerned workman and his signature during evidence of MW-1 was marked as Ext. M-1/1. After receipt of the said chargesheet the concerned workman submitted his reply under his signature which was marked as Ext. M-2. It is the contention of the management that as the reply was not satisfactory a domestic enquiry was held against the concerned workman by MW-1 and in the proceeding papers the concerned workman put his signatures which were marked as Ext. M-5 to M-5/2 not only but also full opportunity was given to him to defend his case. When it is the claim of the sponsoring union that neither any chargesheet nor any domestic enquiry was held against the concerned workman, the documents marked as Ext. M-1, M-2, M-3 and M-4 series present a different picture. It is seen that not only chargesheet was issued to Shri Mani Shankar Mahato but he also submitted his reply and the Enquiry Officer conducted domestic enquiry against him in his presence not only but full opportunity was given to him to defend his case. Therefore, question which crop up here is whether during 1992 the concerned workman was a mental patient or he was fully cured to perform his normal job.

In para-6 of the Written Statement the sponsoring union submitted that after recovery from his illness said Mani Shankar Mahato reported to his duty along with the Medical certificates but instead of allowing him to resume his duty informed that he had been dismissed from his service on the ground of alleged absence from duty without taking any leave. The sponsoring union is silent actually when the said workman went to his place of work with a view to resume his duty after his recovery. WW-1 has made it clear during his evidence. This witness disclosed that his father came to his place of work in the year 1992 with a view to resume his duty but management did not allow him to resume his duty stating that he was dismissed from his service. Therefore, it is clear that in the year 1992 said Mani Shankar Mahato was medically fit to perform his normal work i.e. he was no more a patient of mental disease. WW-1 who claimed himself as son of said Mani Shankar Mahato further disclosed that after the said order of dismissal on 28-7-92 he made a representation to the management for his employment. Therefore, there is sufficient ground to draw conclusion that the said order of dismissal was communicated to said Mani Shankar Mahato before 28-7-92. Mani Shankar Mahato died on 20-8-94. It is seen that the sponsoring union relied on medical certificate issued by Dr. B.B. Singh dt. 11-7-92 wherein it has been clearly mentioned that "Now the case has become very chronic and there is no hope of any improvement in his mental condition now, as such in my opinion he is totally unfit for the work," marked as Ext. W-1/5. If the evidence of WW-1 is taken into consideration that his father submitted

a representation dt. 28-7-92 with prayer for his employment in that case in natural course the question which will crop up is how this Medical Certificate was issued by Dr. B.B. Singh. It is absolutely absurd for a mental patient who has no chance of his recovery to submit any such representation to the management after a fortnight of the issuance of this Medical Certificate marked as Ext. W-1/5. Accordingly I find little scope to give any importance to this medical certificate in view of the observation made above. There is no dispute to hold considering other medical papers that said Mani Shankar Mahato was actually a mental patient and remained under treatment for a long period but if the facts disclosed in the Written Statement as well as evidence of WW-1 who happened to be the son of said worker is taken into consideration there is sufficient scope to draw conclusion that he recovered from his mental ailment and was fit to perform his normal work and for which according to him he came to his place of work with a view to resume his duty. It is the specific claim of the management that chargesheet not only was issued to said Mani Shankar Mahato but also he submitted his reply under his signature. His signatures as appearing in the chargesheet and in the reply during evidence were marked as Ext. M-1/1 and M-1/2. The sponsoring union did not challenge the signatures of Mani Shankar Mahato appearing in these two vital documents as well as in the enquiry proceeding papers. Therefore, there is sufficient scope to presume that it was Mani Shankar Mahato who not only received the chargesheet but also submitted his reply and appeared before the enquiry officer in course of hearing of the enquiry proceeding. Accordingly when this fact was not rebutted by the sponsoring union, there is ample scope to uphold the contention of the management about issuance of chargesheet against the concerned workman and his appearance before the enquiry officer to defend his case. Onus accordingly rests on the sponsoring union to establish the claim made by the sponsoring union. But I find no hesitation to say that inspite of getting opportunity the sponsoring union has failed to rebut the claim of the management. In view of the facts and circumstances discussed above I hold that the concerned workman attended the domestic enquiry and management have also been able to substantiate the charge brought against him.

It is admitted fact that Mani Shankar Mahato was dismissed from his service with effect from the date of issuance of dismissal letter by the management dt. 13/23-5-92 which during evidence of MW-1 was marked as Ext. M-8. After that order of dismissal Mani Shankar Mahato submitted representation to the management for his employment but that was not considered to and thereafter he died on 20-8-94. Therefore, it is seen that the concerned workman was alive for more than 2 years after he was dismissed from service but during his life time he did not raise any industrial dispute though he had ample scope to raise challenging the order of his dismissal from service by the management. At this stage accordingly there

is no scope to review the order of dismissal of the concerned workman under Section 11A of the I.D. Act., 1947.

As the concerned workman *i.e.* Mani Shankar Mahato has got ample scope to raise industrial dispute over this issue during his life time but he did not do so, the present petitioner workman is estopped from raising such dispute.

It is admitted fact that after the death of his father the petitioner workman submitted representation to the management for his employment on compassionate ground. The management did not consider such petition taking the plea that the provision of compassionate employment was not applicable in his case as his father was no longer in service when he died. In view of the facts and circumstances discussed above it is clear that Mani Shankar Mahato father of the petitioner workman after the said order of dismissal was alive for more than 2 years. As at that relevant time he did not raise industrial dispute for setting aside the order of dismissal it should be taken into consideration that he was no more in service till his death. Therefore, the provision of clause 9.4.3. of NCWA in any manner is not applicable in the instant case for employment of the petitioner workman on compassionate ground. In the circumstances I consider that management did not commit any illegality or took any arbitrary decision in rejecting the claim of the petitioner workman Tara pada Mahato alias Molay Chandra Mahato. Accordingly the petitioner is not entitled to get any relief. In the result, the following award is rendered :—

“The claim of the Union that the management of Katras Area of M/s. BCCL has illegally dismissed Late Mani Shankar Mahato is not justified. Accordingly the demand for the employment of Sh. Tarapada Mahato alias Molay Chandra Mahato under NCWA as a dependant of deceased workman by Union is not legal and justified. Consequently Shri Tarapada Mahato alias Molay Chandra Mahato is not entitled to get any relief.”

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 771.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 80/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/73/97-आई आर (सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 771.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the award (Ref. No. 80/98) of the Central Government Industrial Tribunal/Labour Court Dhanbad II now as shown in the Annexure in the the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/73/97-IR (C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT

Shri B. Biswas, Presiding Officer

In the matter of an Industrial Dispute under Section
10(1)(d) of the I.D. Act., 1947

Reference No. 80 of 1998

PARTIES

Employers in relation to the management of Nichitpur of
M/s BCCL and their workmen

APPEARANCES

On behalf of the workman : Mr. B.N. Singh, Ld.
Advocate :

On behalf of the employer : Mr. H. Nath, Ld. Advocate

State : Jharkhand Industry : Coal

Dated, Dhanbad, the 6th January, 2006

AWARD

The Govt. of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute in this Tribunal for adjudication *vide* their Order No. L-20012/73/97-Coal-I dated, the 24th March, 1998.

SCHEDULE

“Whether the action of the management of Nichitpur Colliery under Sijua Area of M/s BCCL in denying the employment to the dependant wife Smt. Rekha Devi of Late Amar Nath Yadav a Clay Cartidge maker (Whose service has been regularised with retrospective effect by the management of Sijua area of M/s BCCL w.e.f. 1-4-1993 as per Bipartite Settlement dt. 15-5-93 had with R.C.M.S. Union) is justified? If not, to what relief the dependant wife Smt. Rekha Devi of Late Amar Nath Yadav is entitled?”

2. The case of the concerned petitioner according to written statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union submitted that Amar Nath Yadav was a Clay Cartidge maker at Nichitpur Colliery under Sijua Area being deployed by the contractor on piece rated basis along with others. They submitted that as said Amarnath Yadav was deployed to work in that capacity continuously for years together R.C.M.S. Union took up his case along with others with the management with a demand for their regularisation. They submitted that after long persuasion management agreed to settle the case and decided to regularise them and accordingly entered into Bipartite Settlement with RCMS Union. As per the said settlement management agreed to regularise those workmen as Clay Cartidge mazdoor in Category I with effect from 1-4-93 subject to fulfillment of condition laid down in the said Bipartite agreement.

They submitted that after execution of the said settlement Amar Nath Yadav Clay Cartidge mazdoor all of a sudden died on 15-6-93. As a result his widow Smt. Rekha Devi submitted representation to the management for her employment on compassionate ground as per provision laid down in Clause 9:4:2 of N.C.W.A. IV but management did not consider her prayer illegally, arbitrarily violating the principle of natural justice which compelled her to raise Industrial Dispute for conciliation and ultimately it resulted reference to this Tribunal for adjudication.

The sponsoring union accordingly, submitted prayer to pass award directing the management to regularise Smt. Rekha Devi, widow of Amar Nath Yadav as Clay Cartidge maker w.e.f. 1-4-93 as per Bipartite Settlement dt. 15-5-93.

3. Management on the contrary after filling written statement cum rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the petitioner workman.

They submitted that Amar Nath Yadav was a contract labour for manufacturing Clay Cartidges at Nichitpur Colliery. They submitted that a dispute was raised by Sri G.D. Pandey Jt. General Secretary of RCMS, Dhanbad for regularisation of 17 Clay Cartidges makers of Nichitpur Colliery engaged through contractor Abdul Quddus for supply of Clay Cartidges at Nichitpur Colliery. After long discussion, management agreed to settle the dispute as per terms & conditions and entered into a Bipartite settlement on 15-5-93.

They submitted that Amar Nath Yadav as per terms of the settlement did not submit his identification certificate. On the contrary Sri G.D. Pandey vide his letter No. IV(3)93/2478 dt. 20-7-93 informed the management about death of Amar Nath Yadav and requested to include the name of Md. Umar Ansari in the list in place of the deceased.

They submitted that for non-submission of the requisites by said Amar Nath Yadav the said settlement remained imoperative as far as his concerned. They submitted that as per terms of the settlement only the person concerned and not any member of his family is eligible to get employment.

Accordingly they submitted that the present sponsoring union has placed an in justified demand for employment of the widow of Amar Nath Yadav based on clause 9:4:2 of N.C.W.A.

They submitted that as the demand of the sponsoring union has no merit at all the same is liable to be rejected.

4. POINTS TO BE DECIDED

"Whether the action of the management of Nichitpur Colliery under Sijua Area of M/s BCCL in denying the employment to the dependant wife Smt. Rekha Devi of Late Amar Nath Yadav a Clay Cartridge maker (Whose service has been regularised with retrospective effect by the management of Sijua Area of M/s BCCL w.e.f. 1-4-1993 as per Bipartite Settlement dt. 15-5-93 had with R.C.M.S. Union) is justified? If not, to what relief the dependant wife Smt. Rekha Devi of Late Amarnath Yadav is entitled?"

5. FINDING WITH REASONS.

It transpires from the record that the sponsoring union with a view to substantiate their claim did not consider necessary to adduce any evidence. Management on the contrary in support of their claim examined one witness as M.W.I.

Considering the evidence of M.W.I and considering the facts disclosed in the pleadings of both sides there is no dispute to hold that Amar Nath Yadav and others being contractors' workers were deployed by the management at Nichitpur Colliery for manufacturing Clay Cartridges. It transpires that as those workmen were engaged for manufacturing Clay Cartridges for years together the R.C.M.S. Union of that colliery took up their matter with the management and placed demand for their regularisation. It is also evident that ultimately management agreed to settle the said dispute and as such entered into a Bipartite Settlement with the sponsoring union which was executed on 1-5-93. The said Bipartite Settlement during evidence of M.W.I. was marked as Exht. M-I. By the said Bipartite Settlement management agreed to regularise ten workmen of the contractor as Clay Cartridge mazdoor in Category-I from 1-4-93 subject to fulfilment of the following conditions.

"The workman will submit identification certificate duly signed by the Mukhiya and B.D.O. or MLA/MP which shall be accepted after police verification. The identification certificate should be countersigned by any office bearer of R.C.M.S."

"The regularisation is subject to their medical fitness for which they shall be referred to Area Medical Board."

On behalf of the RCMS Union the said Settlement was signed by G.D. Pandey and on the side of management the same was signed by M. P. Dubey, Dy. Chief Personnel Manager, Sijua Area and P. R. Sakia, Dy. Personnel Manager.

The sponsoring union in the written statement disclosed that said Amar Nath Yadav expired on 15-6-93. It has also not been denied by R.C.M.S. Union Confirming the death news of said Amar Nath Yadav R.C.M.S. Union placed their claim by writting letter (Exht. M-2 to M-4) to include another name in the list from the panel deleting the name of the deceased workman.

It is seen that after death of Amar Nath Yadav has widow Rekha Devi submitted representation to the management for her employment on compassionate ground as per clause 9:4:2 of N.C.W.A. Supporting the claim of the widow of the deceased the sponsoring union submitted that as by the said Bipartite Settlement management agreed to regularise her husband as Clay Cartridges Mazdoor in Category-I w.e.f. 1-4-93 management can not deny to provide her employment on compassionate ground. They submitted that by virtue of the said settlement he was regularised with effect from the date mentioned above and he died on 15-6-93 i.e. after Execution of the said settlement. On the contrary it is the specific claim of the management that question of regularisation of that deceased worker w.e.f. 1-4-93 related to fulfilment of condition as laid down in para 2 and 3 of the Settlement. They submitted that the said worker Amar Nath Yadav before his death failed to submit the required Identification Certificate and for which as per terms and conditions there was no scope to treat him as Clay Cartridge mazdoor in Category-I under the management.

During hearing inspite of getting ample scope the present sponsoring union has failed to produce a single scrap of paper to show that the said deceased worker before his death submitted his Identification Certificate as per terms & conditions. It is further seen that R.C.M.S. union who fought against the management for regularisation of Clay Cartridge mazdoors who were contractors' workers and deployed by the management for manufacturing of Clay Cartridges at Nichitpur Colliery for years together and who after prolong persuasion convinced the management for regularisation of ten contractors' workers as Clay Cartridge mazdoor in Category-I and entered into Bipartite Settlement did not raise any dispute over claim of the widow of the deceased as they were fully aware that the deceased worker as could not submit Identification Certificate as per terms and conditions of the settlement could not be considered as workman of the management. Had that been so they would not definitely recommend the name of another workman for his inclusion in the list deleting his name.

It is seen that about four years after the death of Amar Nath Yadav the present sponsoring union raised Industrial Dispute claiming employment of his widow on compassionate ground. No satisfactory explanation is forthcoming on the part of this union why such long delay was made in raising this dispute.

Therefore, considering the facts and circumstances discussed above it is clear that workman Amarnath Yadav though was considered by the management to be regularised as Clay Cartridges mazdoor in terms of settlement could not do so as he before his death failed to submit his identification certificate fulfilling the terms of the settlement.

Secondly the sponsoring union has failed to explain why they made such long delay in raising the dispute in the matter of providing employment to his widow on compassionate ground. Without satisfactory explanation such inordinate delay definitely stands in the way to establish such claim.

However, apart from this fact the primary responsibility on the part of the sponsoring union is to establish that the deceased worker before his death submitted his identification certificate fulfilling the terms and conditions. Question of his treating as Clay Cartridges mazdoor in Category-I with effect from 1-4-93 only could be considered on fulfilling the terms of the Bipartite Settlement.

As the sponsoring union has failed to establish this fact there is no scope at all to treat the deceased worker as Clay Cartridge mazdoor of the management. Accordingly, when he has not been considered as worker of the management. Question of considering employment of the widow of Amar Nath Yadav by the management on compassionate ground under clause 9:4:2 of N.C.W.A. did not arise.

Accordingly, the petitioner, i.e., widow of Amar Nath Yadav is not entitled to get any relief.

In the result the following award is rendered :

AWARD

"That action of the management of Nichitpur Colliery under Sijua Area of M/s. BCCL in denying the employment to the dependant wife Smt. Rekha Devi of Late Amar Nath Yadav a Clay Cartridge maker whose service was regularised with retrospective effect by the management of Sijua Area of M/s. BCCL w.e.f. 1-4-93 as per Bipartite Settlement dt. 15-5-93 with R.C.M.S. union is justified.

Consequently the dependant wife Smt. Rekha Devi is not entitled to get any relief. "

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 772.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को. लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 129/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/143/2000-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 772.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 129/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-II now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of BCCL and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/143/2000-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD****PRESENT**

Shri B. Biswas,
Presiding Officer.

In the matter of an Industrial Dispute under Section 10
(1)(d) of the I.D. Act, 1947

REFERENCE NO. 129 OF 2000**PARTIES**

Employers in relation to the management of Govindpur
Area No. III of M/s. BCCL and their workman.

APPEARANCES

On behalf of the workman : Mr. N.G. Arun,
Representative of
the workman.

On behalf of the employers : Mr. D. K. Verma,
Ld. Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 12th January, 2006.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication *vide* their Order No. L-20012/143/2000-IR (C-I), dated the 27th September, 2000.

SCHEDULE

"Whether the action of the management not to send Shri Bhagwan Prasad to the Apex Medical Board for the assessment of age under I-1-76 of N.C.W.A. is justified? If not, to what relief is the workman entitled?"

2. The case of the concerned workman according to Written Statement submitted by the sponsoring union on his behalf in brief is as follows :—

The sponsoring union submitted that the concerned workman was appointed as Trammer on 26-9-71 at South Govindpur Colliery under Govindpur Area No. III. They submitted that no age of the concerned workman was recorded in the I.D. Card Register as well as in the C.M.P.F. record. In different statutory registers maintained by the management different age of the concerned workman had been recorded. Accordingly, in course of talk of negotiation between the union and the management it was agreed upon that age of the concerned workman should be assessed by the Apex Medical Board as per J.B.C.C.I. Circular No. 76 but inspite of that decision management did not send the concerned workman to Apex Medical Board for assessment of his age and for which they were compelled to raise Industrial Dispute before ALC(C). Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The sponsoring union accordingly, submitted prayer to pass award directing the management to send the concerned workman to Apex Medical Board for assessment of his age.

3. POINT TO BE DECIDED

"Whether the action of the management not to send Shri Bhagwan Prasad to the Apex Medical Board for the assessment of age under I-1-76 of N.C.W.A. is justified? If not, to what relief is the workman entitled?"

4. FINDING WITH REASON

It transpires from the record that inspite of issuance of repeated notices by the registered post management neither appeared nor submitted any written statement cum rejoinder and for which the instant reference case was fixed for ex-parte hearing.

It is seen that inspite of giving opportunity the sponsoring union also has failed to adduce any evidence with a view to substantiate the claim of the concerned workman. Accordingly based on the facts disclosed in the written statement *suo-motu* let it be considered if the claim of the sponsoring union stands on cogent footing

According to sponsoring union the concerned workman was appointed as Trammer on 26-9-71 at South Govindpur Colliery under Govindpur Area No. III. It is the contention of the sponsoring union that neither any date

of birth of the concerned workman was recorded in the I.D. Register maintained by the management nor the same was recorded in the CMPF record. They further submitted that in different statutory registers different age of the concerned workman had been recorded and for which they took up the matter with the management and management in course of talk though agreed to send the concerned workman to Apex Medical Board for assessment of his age did not take any step in that regard and for which his age could not be determined.

It is peculiar to note that the sponsoring union no where in the written statement disclosed his date of birth. It is mandatory provision of law that at the time of entry in the service date of birth and other particulars of the workman are recorded in the Form B Register which is considered as Statutory Register. It is not the claim of the sponsoring union that no date of birth of the concerned workman was recorded in the Form B Register while he joined. It is the contention of the sponsoring union that in the I.D. Register as well as the CMPF record his date of birth was not recorded. The sponsoring union had the scope to call for CMPF record to substantiate their claim. They also had the scope to produce I.D. Card issued to the concerned workman in support of their claim. It is further contention of the sponsoring union that management recorded different age of the concerned workman in different statutory registers but did not disclose which those registers are and which age actually was recorded therein. They also have failed to produce any copy of representation given to the management to show that they actually took up the matter in issue for settlement.

Actually excepting the fact disclosed in the written statement the sponsoring union has failed to produce a single scrap of paper to show that management arbitrarily recorded different age of the concerned workman in different statutory registers and for which his age is required to be assessed by the Apex Medical Board. It is to be borne in mind that facts disclosed in the written statement can not be considered as substantive piece of evidence until the unless the same is substantiated by cogent evidence. Record will expose that inspite of giving opportunity and sponsoring union has failed to produce any cogent evidence and for which it is difficult to uphold their contention.

In view of the facts and circumstances discussed above I hold that the sponsoring union has lamentably failed to establish their claim and for which the concerned workman is not entitled to get any relief.

In the result the following award is recorded *suo moto*.

AWARD

"That the action of the management not to send Shri Bhagwan Prasad to the Apex Medical Board for assessment of age under 1-1-76 of N.C.W.A. is justified. Consequently the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 773. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टिस्को के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय धनबाद-II के पंचाट (संदर्भ संख्या 321/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/216/99-आईआर(सी-1)]

एस.एस. गुप्ता, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 773.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 321/99) of the Central Government Industrial Tribunal/Labour Court-II Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of TISCO and their workman, which was received by the Central Government on 27-1-2006.

[No. L-20012/216/99-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) DHANBAD

PRESENT

Shri B. Biswas,
Presiding Officer.

In the matter of an Industrial Dispute under Section 10
(1) (d) of the I.D. Act, 1947

REFERENCE NO. 321 OF 1999

PARTIES

Employers in relation to the management of Digwadih
Colliery of M/s. Tisco, Jamdabad (Dhanbad) and their
workmen.

APPEARANCES:

On behalf of the workman : Mr. N.G. Arun,
Representative of
the workman.

On behalf of the employer : Mr. D. K. Verma,
Ld. Advocate.

State : Jharkhand Industry : Coal.

Dated, Dhanbad, the 13th January, 2006.

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this

Tribunal for adjudication *vide* their Order No. 20012/216/99-IR(C-I) dt. 3-11-99.

SCHEDULE

“Whether the action of the management of Digwadih Colliery of M/s. Tisco Ltd., in dismissing Shri Chamroo Prasad from the service of the company w.e.f. 10-4-95 is justified and legal? If not, to what relief is the concerned workman entitled?”

2. The case of the concerned workmen according to written statement submitted by the sponsoring union on his behalf in brief is as follows :

The sponsoring union submitted that the concerned workman was an underground Trammer since 21-4-77 at Digwadih Colliery.

They disclosed that management without causing service of chargesheet upon the concerned workman conducted domestic enquiry against him. Even sufficient opportunity was not given to him to answer the alleged charges brought against him. Moreover, the alleged charges brought against him are false, vindictive and far from the truth on the ground that he did not commit any such misconduct. They further alleged that the enquiry officer being biased and with vindictive attitude conducted domestic enquiry against the concerned workman not only without applying his mind but also submitted his report holding him guilty to the false charges brought against. They submitted that Disciplinary Authority based on that false report of the enquiry officer and also without giving any second show cause notice dismissed the concerned workman from his service illegally, arbitrarily and violating the principle of natural justice.

They submitted that as the management refused to reinstate the concerned workman to his service inspite of repeated demand they raised an Industrial Dispute before ALC(C), Dhanbad for conciliation which ultimately resulted reference to this Tribunal for adjudication.

The sponsoring union accordingly submitted prayer to pass award directing the management to reinstate the concerned workman to his service setting aside the order of his dismissal with full back wages and other consequential relief/relieves.

3. Management on the contrary after filing written statement cum rejoinder have denied all the claims and allegations which the sponsoring union asserted in the written statement submitted on behalf of the concerned workman.

They submitted that the Disciplinary Authority issued a chargesheet dt. 15-3-95 against the concerned workman on the ground of committing serious misconduct by him on 14-3-95. They submitted that previous to issuance of this chargesheet another chargesheet was

issued against him for committing misconduct as the charge brought against him was established he was dismissed from his service w.e.f. 1-7-87. However, subsequently he was re-employed w.e.f. 18-4-88.

In the instant case also after issuance of chargesheet management initiated domestic enquiry against him after appointing Enquiry Officer. They submitted that in course of hearing of the proceedings of domestic enquiry concerned workman not only participated but he was given full opportunity to defend his case. It has been disclosed by him that the Enquiry Officer conducted the said enquiry with all fairness and maintaining the principle of natural justice and after completion of hearing of the said enquiry proceedings he submitted his report holding the concerned workman guilty to the charges brought against him. They submitted that during enquiry as the charge brought against the concerned workman was fully established the Disciplinary Authority dismissed him from service. They submitted that the Disciplinary Authority neither committed any illegality nor took any arbitrary decision in dismissing the concerned workman from his service and for which they submitted prayer to pass award rejecting the claim of the sponsoring union.

4. POINTS TO BE DECIDED

“Whether the action of the management of Digwadih Colliery of M/s. Tisco Ltd. in dismissing Shri Chamroo Prasad from the service of the company w.e.f. 10-4-95 is justified and legal? If not, to what relief is the concerned workman entitled?”

5. FINDING WITH REASONS

It transpires from the record that before taking up hearing of this case on merit it was taken into consideration if domestic enquiry held against the concerned workman by the management was fair, proper and in accordance with the principle of natural justice. The said issue on preliminary point was disposed of vide order No. 15 dt. 6-7-2005 in favour of the management.

Now on merit the point for consideration is whether the management have been able to substantiate the charge brought against the concerned workman and if so whether there is any scope to review the order of dismissal issued against the concerned workman by the management in view of the provision as laid down in Section 11-A of the Industrial Dispute Act.

It is admitted fact that concerned workman was underground Trammer at Digwadih Colliery under the management. It is the contention of the management that for committing misconduct by the concerned workman on 14-3-95 during ‘B’ Shift duty the Disciplinary Authority issued a charge sheet to him for violation of clause 19(5) & 19(9) of the Certified Standing order. The charge sheet during evidence of M.W.I., i.e. Enquiry Officer was marked as Exht. M/s. In the charge sheet it has been mentioned that—

**“TUM KIYON HAMARA HAZREE BAND KIYA,
TUM GATE SE BAHAR NIKLO, TUMHARA
TAMASHA HUMDEKHAYENGE”**

It is seen that the concerned workman after receipt of the charge sheet submitted his reply denying the charges brought against him. In para 5 of his reply he alleged that though the management was competent to deduct his wages for the period of his late attendance. Instead of doing so illegally disallowed him not to perform his duty. He further disclosed in para 6 of his reply that the workmen who were present at the relevant time witnessed the actual occurrence and also denied the fact of his disorderly behaviour as alleged by the management.

Therefore, considering the reply of the concerned workman there is no dispute to hold that on 14-3-95 during 'B' Shift duty the concerned workman came to the place of work beyond schedule reporting time and he was not allowed by the attendance clerk to book his attendance with a view to attend his duty as he came late. It has been alleged by the management that as a result he started obstructing the attendance clerk to book attendance of the miners of 20-S Panel for the shift which was to be started at 6 p.m. when getting information of this incident Mr. Rafique Munshi AM(M) came to the spot he found the concerned workman throwing the registers of Attendance cabin and spitting all over the place. In spite of caution given by the attendance clerk he instead of checking his conduct threatened him of dire consequence and also started exciting the other workers who were present on the spot at the relevant time. It has been further alleged that he was excited so much that he started kicking the door of the Attendance Cabin to break which was at that time bolted from inside and as a result the security personnel intervened and removed him from that place.

Again at about 7.30 p.m. when A.B. Mondal, Manager (mining) on his way to his residence came at the main gate with his motor cycle he stopped in response to a call of the concerned workman. Immediately thereafter he came to him and tried to assault him with a cap lamp belt in his hand but his such attempt was foiled on interruption by a security guard.

It transpires that during hearing of domestic enquiry proceeding management in all examined four witnesses viz. A.R. Mondal, Manager (Mining), Rafique Munshi, Asstt. Manager (Mining), Haradhan Bid, Attendance Clerk and Seogi Ojha, Security Guard.

Concerned workman instead of giving any fresh statement relied on the reply (Exht. M/3) which he submitted in response to charge sheet issued to him. However, during his cross examination by the management side he admitted that he was present at the main gate while Mr. A.R. Mondal, Manager (Mining) was passing through that gate. He further admitted that on seeing him he asked to stop but at that time Security Guard caught hold him and also asked him to allow Mr. Mondal to go out.

It is seen that Management's witness Mr. A.R. Mondal at the time of giving his statement vividly narrated the incident and disclosed how the concerned workman intercepted the work of the attendance clerk and also insisted the other workmen from booking their attendance before entering the mines. He also spitted all throughout the place and also threw out the registers and also threatened the attendance clerk of dire consequence using abusive languages. Even kicked the door of the attendance cabin to break it open as at that time it was bolted from inside. He also disclosed how he was intercepted by the concerned workman at main gate while he was going back to his residence and also how the concerned workman took attempt to assault him with the cap lamp belt in his hand. Rafique Munshi Asstt. Manager (Mining) and Haradhan Bid attendance clerk also corroborated the incident at the time of giving their statements to the Enquiry Officer which A.R. Mondal disclosed. Security guard Seogi Ojha during giving his statement categorically disclosed that at the main gate the concerned workman stopped Mr. A.R. Mondal and at that time he found a belt in his hand. However, he immediately intercepted and removed him from that place. Concerned workman during giving his statement admitted this fact. He also relied on the reply to the charge sheet and denied the allegation in question. However if facts disclosed in para 5 & 6 of the reply given by him are taken into consideration it will expose very clearly that he was very much present on the spot. He further disclosed that workmen who were present on the spot witnessed actually what was happened. In spite of taking the plea of his innocence the concerned workman did not consider necessary to examine a single workman who saw the alleged incident being an eye witness.

As per charge sheet it is the specific contention of the management that the concerned workman was allotted duty at 15 seam of Digawadih Colliery on B shift from 4 p.m. to 12 at night on 14-3-95. Instead of attending duty at 4 P.M. on that day he came at 5.45 p.m. and when he was going to book his attendance the attendance clerk being directed by A.R. Mondal, Manager (Mining) refused to book his attendance. This fact was admitted by the concerned workman in his reply to the charge sheet issued to him. Therefore, it is clear that the concerned workman on the relevant date came late and for which he was not allowed to join his duty. The representative of the concerned workman in course of hearing submitted that the management is not empowered to disallow any workman to join his duty even if he comes at late. At best the management could have deducted his wages for the period of late attendance and in support of this fact Clause 7 of the Certified Standing Order applicable to the workmen of the Company was referred to Clause 7 speaks that "All employees shall be at work on the colliery at the time fixed and notified to them. An employee attending late shall be liable to have his wages deducted for the period of lateness. No where from the Certified Standing Order it could be

transpired that for late attendance a workman should be disallowed to attend his duty. It is seen that the incident took place over this issue."

Before disbelieving the mangements witness it is to be taken into consideration whether they deposed falsely against the concerned workman with any ulterior motive. It is seen that Mr. A. R. Mondal and Mr. Rafique Munshi are responsible officers of the management. They have give a vivid description how the incident took place and how the concerned workman was involved in committing misconduct. Attendance clerk Haradhan Bid and Security Guard also corroborated the facts disclosed by A. R. Mondal. The fact which security guard disclosed at the time of giving his statement before Enquiry Officer was practically admitted by the concerned workman when he made his statement before the enquiry officer. Therefore, there is no scope to say that this part of the fact could be disbelieved. Concerned workman denied the first part of the alleged incident but did not consider necessary to adduce any evidence for substantiating that claim. There is no dispute to hold that for his late attendance he was not allowed to join his duty. It is seen that full opportunity was given to the concerned workman to cross examine the witnesses of the management but excepting asking some formal question he did not cross examine those witnesses on material facts which they disclosed. No evidence is forthcoming based on which there is scope to say that with vindictive attitude those witnesses gave false evidence against him. On the contrary it has been clearly exposed from their evidence how the concerned workman involved himself in resisting the other workmen to book their attendance and took attempt to cause damage to the property of the management in a disorderly and indecent behaviour.

Accordingly, after careful consideration of all the facts and circumstances I hold that management have been able to substantiate the charge brought against the concerned workman.

It is seen that the Disciplinary Authority considering the report of the enquiry officer and also considering all other aspects dismissed the concerned workman from service. The letter of dismissal during evidence of M. W. 1 was marked as Exht. M/5.

Now the point for consideration is whether the said order of dismissal of the concerned workman from his service was justified and proportionate the offence committed by him and also whether there is scope to review the said order based on the provision as laid down under Sec. 11-A of the Industrial Dispute Act.

Sec. 11-A speaks "Where an industrial dispute relating to the discharge or dismissal of a workman has been referred to a Labour Court, tribunal or National Tribunal of adjudication and, in the course of the adjudication proceedings, the Labour Court, Tribunal or National Tribunal, as the case may be, is satisfied that the

order of discharge or dismissal was not justified, it may, by its award, set aside the order of discharge or dismissal and direct reinstatement of the workman on such terms and conditions, if any, as it thinks fit, or give such other relief to the workman including the award of any lesser punishment in lieu of discharge or dismissal as the circumstances of the case may require."

Therefore it is to be looked into if the said order of dismissal was justified and proportionate in relation to misconduct committed by him. In view of my discussion above I find no dispute to hold that the incident in question took place during the hours of B Shift on 14-3-95. It is seen that on 14-3-95 concerned workman was allotted with B Shift duty at 15 seam of Digawadih Colliery. Concerned workman came to his place of duty at 5.45 p.m. to book his attendance while B shift duty started at 4 p.m. As a result the attendance clerk being directed by A.R. Mondal, Manager (Mining) refused the concerned workman to perform his duty noting his late attendance. A.R. Mondal at the time of giving his statement before enquiry officer disclosed that as he received report against the concerned workman about his attending duty at late hours he directed the attendance clerk not to allow him to join his duty if he would come at late hours. In course of hearing management did not consider necessary to establish this fact. Moreover, this fact was also not included in the charge sheet. Therefore, it is very hard to accept such contention of A.R. Mondal, Manager (Mining). Accordingly, the fact which remains is that the concerned workman was not allowed to book his attendance on 14-3-95 to join his during allotted in B Shift and it was so done by the attendance clerk being directed by Mr. A.R. Mondal. As per Clause 7 of the Certified Standing Order for late attendance there is provision to deduct wages for the period of lateness. Accordingly, when Mr. A.R. Mandal passed such Order which was contrary to the said clause the workman had the scope to bring the matter to the higher authority or before workman's grievance cell for his relief but instead of doing so he took the law in his own hand and resisted the other workmen in riotous and disorderly behaviour and obstructed the attendance clerk in such manner that proved clearly that he caused damage to work in progress. Actually his main target was Mr. A.R. Mondal and on the spot he not only humiliated him by causing threat and using filthy languages but also did not spare him when he was going back to his residence. There was every chance of his being assaulted by the concerned workman was he not obstructed by the security guard at main gate.

The representative of the concerned workman submitted that before the order of dismissal neither any copy of enquiry report nor any second show cause notice was given to him by the Disciplinary Authority. The representative of the concerned workman submitted that management did not supply copy of enquiry report to the concerned workman and for which it vitiated the entire

Disciplinary proceedings as it violated the principle of natural justice. In support of this claim the representative of the concerned workman referred to decisions reported in 2000 LAB I.C. 90 passed by the Hon'ble Jammu & Kashmir High Court in Hafiz Nasir Jan Vs. State of Forests' and 2000 Lab, I.C., 3032 passed by Hon'ble Rajasthan High Court in Babulal Vs. State of Rajasthan.

On the contrary Ld. Advocate for the management referring decision reported in 2005 Supreme Court Cases (L & S) 1006 submitted that non supply of copies of enquiry proceedings to the concerned workman ipso facto does not vitiate the enquiry proceeding taking the ground of violation of the principle of natural justice. Their Lordships of the Hon'ble Apex Court in para 11 & 12 of the decision referred to above (National Fertilizers Ltd. and another Vs. P.K. Khanna) observed as follows :

"The respondent's reliance on the decision in M.D., ECIL Vs. B. Karunakar is misplaced. That decision relates to the right of a delinquent officer to a copy of the enquiry officer's report. In the course of the judgment, the Court had no doubt said that the report of the enquiry officer is required to be furnished to the employee to make proper representation to the disciplinary authority before such authority arrives at its own finding with regard to the guilt or otherwise of the employee and the punishment, if any, to be awarded to him. By using the phrase "its own finding" what is meant is an independent decision of the disciplinary authority. It does not require the disciplinary authority to record separate reasons from those given by the enquiry officer. The concurrence of the disciplinary authority with the reasoning and conclusion of the enquiry officer means that the disciplinary authority has adopted the conclusion and the basis of the conclusion as its own. It is not necessary for the disciplinary authority to restate the reasoning."

"As far as the second question is concerned, neither the decision in Karunakar nor Rule 33 quoted earlier postulate that the delinquent employee should be given an opportunity to show cause after the finding of guilt as to the quantum of the punishment. The Rules envisage the passing of an order by the disciplinary authority not only finding the delinquent guilty, but also imposing punishment after the delinquent has been given a copy of the enquiry report and had an opportunity of challenging the same."

Therefore, it is clear that as the Disciplinary Authority did not supply the copy of enquiry report to the concerned workman, there is no scope to say that, it vitiated the entire enquiry proceedings on the ground of violation of the principle of natural justice.

It is seen that chargesheet against the concerned workman was issued for committing serious misconduct which has already been discussed above. Ld. Advocate for the management considering gravity of the misconduct committed by the concerned workman submitted that order of dismissal issued against the concerned workman was absolutely justified and proportionate to the offence

committed by him and for which there is no scope to give lesser punishment based on Sec. 11-A of the Industrial Dispute Act. In support of this claim Ld. Advocate referred to a decision reported in 2005 Lab, I. C., 1333. In Mahindra and Mahindra Ltd. Vs. N. B. Naravade Their Lordships of the Hon'ble Apex Court observed :

"Use of abusive language against a superior officer, the too not once but twice, in the presence of his subordinates can not be termed to be indiscipline calling for lesser punishment in the absence of any extenuating factor."

The service sheet of the concerned workman during hearing was marked as Exht. M-7. It is looked into it will expose that previously for his misconduct he was not only dismissed from service but also remained under suspension on different occasions. Even for a considerable period he remained in jail custody in connection with a police case. It is not expected that a workman to show his grievance took the law in the own hand and be permitted to show his most indisciplined and ugly gesture to obstruct the progress of the work of the Company. The misconduct which he committed is very serious in nature. Accordingly, considering gravity of such misconduct I find no sufficient reason to draw conclusion that his order of dismissal was not justified as it was not proportionate to the misconduct committed by him. I therefore hold that order of dismissal passed against him was justified and for which there is no scope to review such order as per provision of Sec. 11-A of the Industrial Dispute Act.

In the result the following award is rendered :

AWARD

"That the action of the management of Digwadih Colliery of M/s Tata Steel Ltd. in dismissing Shri Chamroo Prasad from the service of the Company w. e. f. 10-4-95 is justified.

Consequently the concerned workman is not entitled to get any relief."

B. BISWAS, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 774. — औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या आई डी-43/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 27-1-2006 को प्राप्त हुआ था।

[सं. एल-12012/144/97-आईआर(बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 30th January, 2006

S.O. 774.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I. D. No. 43/

98) of the Central Government Industrial Tribunal/Labour Court-I, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 27-1-2006.

[No. L- 12012/144/97-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT NEW DELHI

Presiding Officer : Shri S. S. Bal

I. D. No. 43/98

IN THE MATTER OF DISPUTE BETWEEN:

Smt. Asha Rani

R/o House No. 10770,

Jhandewalan Road, Nabi Karim,

New Delhi.

Workman.

Versus

The Assistant General Manager,

State Bank of India,

Delhi Zonal Office,

11-Sansad Marg, New Delhi-110001.

Management

APPEARANCES:

Sh. S. K. Patney A/R for workman.

Sh. R. S. Chauhan Proxy for Sh. J. Buther A/R

for management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-12012/144/97-IR (B-I) dated 23-2-98 has referred the following industrial dispute to this Tribunal for adjudication :

“Whether the action of the Management of State Bank of India in terminating the services of Smt. Asha Rani, Clerk-cum-Cashier w. e. f. 8-12-1993 as deemed voluntarily retired is just and fair? If not, to what relief the workman concerned is entitled?”

2. Brief facts of this case are that the workman Smt. Asha Rani was appointed on compassionate grounds, after the expiry of her husband, Late Shri Raj Kumar, Clerk-cum-Cashier, who was employed at Tis Hazari, Delhi Branch during the year 1991. The service conditions of the Staff employees of the Bank are governed by Sastry/Desai Award as modified by the subsequent Bi-partite settlement which have statutory force. During the year 1993 workman Smt. Asha Rani fell ill and remained under treatment at Ram Manohar Lohia Hospital and she had to remain absent from the branch on medical advice of the Doctors. She kept the branch informed of her absence through leave

applications. The relevant medical certificates were also forwarded to the Bank along with the leave applications. The Branch Manager Fatehpuri Branch of the bank neither declined leave to the workman nor she was ever advised that she was overstaying her leave in any manner. As the Branch Manager did not send any reply to the leave applications, she believed that the absence was being sanctioned as leave by the management. The management of the bank illegally terminated her services w. e. f. 8-12-93 treating her as having voluntarily retired whereas, the provision of voluntary cessation of service was not applicable to her case. The Branch Manager sent to her a notice vide memorandum No. 20 dated 11-6-93 advising her to join the duties within 90 days of the receipt of the notice and in the same notice the branch manager directed the workman to deposit one month's pay and allowances within 15 days of the receipt of the notice, in terms of para 522 (3) of the Sastry Award. Thereafter another memorandum dated 8-11-93 from the Branch Manager followed stating that the workman must report for duty within 30 days of the receipt of the notice and the branch manager further directed the workman to pay one month's pay and allowances within 15 days of the receipt of the notice. It is further stated that the Assistant General Manager in his memorandum dated 18-1-94 addressed to the workman stated that she was absenting from 1-7-93 and that she had failed to report for duty by 9-11-93 and therefore, it was deemed that she had voluntarily retired from service on 8-12-93. It is further stated that when the workman was declared as fit to attend the office she reported at the branch on 7-2-1994 to join duty but she was not allowed to do so by the branch manager. She made written request vide letter dated 8-2-94 that the branch manager terminated the services of the workman against the rules which was neither justified nor legal; that the Asstt. General Manager and the Dy. General Manager passed the orders of the termination of the service of the workman without giving her any opportunity to present her case against their arbitrary decision to terminate her services which is against the principles of natural justice. Her termination from service is illegal and violative of service conditions and the provisions of Awards/Bi-partite settlement. In view of these facts she claims reinstatement in service with continuity, full back wages and consequential benefits.

3. Management contested the case by filing written statement denying the contents of the claim statement and also raised preliminary objection such as that Smt. Asha Rani Claimant-workman is stopped by her act and conduct to raise present dispute as she remained willfully absent from duties and at the relevant time had no intention to join duties. She has put forward a concocted story to explain her unauthorised absence from the bank after she has been deemed to have been voluntarily retired from employment of the bank as per the terms and conditions of her service incorporated in the 4th Bi-partite Settlement entered

between the management of State Bank of India and State Bank of India Staff Association. She was working as clerk-cum-cashier at Fatehpuri Branch of the State Bank of India after she was appointed in the bank on 24-12-91. She was not attending the office since 27-1-93 despite service of several notices sent to her to join bank's duty. Ultimately, she forwarded medical certificate from Dr. Ram Manohar Lohia Hospital wherein the doctor advised her rest from 27-1-93 to 31-3-93 and from 1-4-93 to 30-6-93. After that she never applied for leave to the bank nor submitted any medical leave. She was requested by the Branch Manager to report for duty and immediately vide notice dated 8-11-93 duly served on her she was asked to report for duty within 30 days of the said notice but she failed to attend the duties even after service of this notice. Appointing authority presumed that she was not interested in the bank job and treated her as voluntarily retired from service. The relevant provisions of the Bi-partite Settlement. Pertaining to voluntary cessation of employment by the employee shall be referred in due course at the time of discussion.

4. On merits, contents of para No. 1 to 4 of the claim statement have not been denied. It is stated that Smt. Asha Rani submitted an application for leave only upto 30-6-93. After that she never applied for leave or informed the Bank about her illness. Actually she had no intention of joining the duties and voluntarily vacated the job. She changed her mind and wanted to re-enter in the Bank's job through back door. Para No. 5, 6 and 7 are denied and in reply to para No. 8 it is submitted that notice dated 11-6-93 became redundant as Smt. Asha Rani was served another notice *vide* memorandum dated 8-11-93.

5. The order of termination was duly served and was issued in terms of Bi-partite Settlement regarding voluntary cessation of employment by the employee according to which an employee who absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended then he shall be called upon to report for duty within 30 days and if the employee does not respond to the notice and report for duty within the aforesaid period of 30 days or gives an explanation for his absence justifying the management that he has not taken up another employment or that he has no intention of joining the duties, the employee will be deemed to have voluntarily retired from bank service on the expiry of the said notice. In the instant case Smt. Asha Rani failed to submit any leave application for the period w.e.f. 1-7-93 and after the expiry of 90 days she was called upon to report for duty vide notice dated 8-11-93 which was duly acknowledged by her in person but she failed to report for duty within 30 days of the receipt of the notice and also failed to give any satisfactory explanation for her absence to the satisfaction of the management to the effect that she has no intention of joining the duties and under these circumstances she was treated by the department to have voluntarily retired from service as aforesaid w.e.f. 8-12-93 *vide* appointing authority letter dated 18-1-94.

6. Workman filed rejoinder controverting the pleas raised by management and reiterated the facts mentioned in the claim statement.

7. Management examined Shri D.R. Kini, as MW1 Branch Manager, S.B.I. Roshanara Road who filed his affidavit Ex.MW1/1 and in cross stated that the workman was sanctioned leave on medical grounds on the application for the period 27-1-93 to 30-6-93 and no enquiry was held against the workman before terminating her services. Management also examined MW2 Sh. R.K. Sahni, Deputy Manager, Lajpat Nagar Branch of S.B.I. who also supported the evidence given by MW1. Thereafter workman appeared and examined herself as WW1 and in cross-examination she stated that she joined the service of the bank on 24-12-91 and had gone on leave in September, 1992 and she moved sick leave application on the dates on 21-1-93, 27-1-93 to 31-3-93 and 1-4-93 to 30-6-93 and that her leave were sanctioned up to 30-6-93 she had also given sick leave application for the month of September 93 and copy of which were given to her authorised representative but she did not know whether he filed it or not in this case. She admits to have received notice dated 8-11-93 and 18-1-94.

8. Learned authorised representative for both parties. Shri S. K. Patney A/R for the workman and Shri J. Buther A/R for the management addressed argument at length. Mr. Patney learned counsel for the workman contended that the workman was ill. She got treatment from Ram Manohar Lohia Hospital and she took leave for the period January 93 to June, 93 as she was unable to perform duty. She was not allowed to join duty after expiry of leave and that her services have been illegally terminated w. e. f. 8-12-93 and the memorandum No. 332 dated 18-1-94 is not applicable. She was not given an opportunity of being heard before the order of termination was passed/issued. On the contrary learned A/R for the respondent Shri J. Buther refuted the above contentions justifying the order of termination and submitted that the workman claimant had no intention to join the duty. She submitted medical certificate from R. M. L. Hospital and her leave was duly sanctioned upto 30-6-93 and thereafter she did not join duties and remained absent and send any information. The order terminating her service is legal and has been passed in accordance with principles of natural justice.

9. I have given my thoughtful consideration to the contentions raised on either side and perused the record meticulously. It is admitted fact that workman Smt. Asha Rani on expiry of sanctioned leave on 30-6-93 did not apply for any leave nor any leave was available to her credit and she remained absent during the period w. e. f. 1-7-93 onwards for more than 90 days till the order of termination was passed on 8-11-93. She was also served with notice and report for duty asking her to report for duty within 30 days of service of notice.

10. The following facts emerge out of the discussions and from the records of the case :

- (i) That the workman claim and was permanent employee.
- (ii) That initially she remained on medical leave duly sanctioned w. e. f. 27-1-93 upto 30-6-93. Thereafter she did not apply for leave of any kind nor she sought permission to remain on leave. There were no leave of any kind available to her credit. The management respondent served her (claimant) the notice to join duties within 30 days of the receipt of the notice dated 8-11-93.
- (iii) That she did not apply for leave or inform the department w. e. f. 1-7-93 till 7-11-93.
- (iv) She did not furnish any satisfactory explanation or reasons for remaining absent for this period.

11. On the basis of the above facts the respondent management presumed that the claimant voluntarily retired from the service in view of clause 16 of the 4th Bipartite Settlement between the respondent bank and the employee Association. The claimant/workman did not even sick leave without pay for the period 1-7-93 to 7-11-03 and thus remained absent during this period unauthorisedly.

12. Clause 16 of the 4th Bipartite Settlement is reproduced as under :

"Where an employee has not submitted any application for leave and absents himself from work for a period of 90 or more consecutive days without or beyond any leave to his credit or absents himself for 90 or more consecutive days beyond the period of leave originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or the management is satisfied that he has no present intention of joining duties, the management may at any time thereafter give a notice to the employees last known address calling up on the employee to report for duty within 30 days of the notice stating *inter alia* the grounds for the management coming to the conclusion that the employee has no intention of joining duties and furnishing necessary evidence, where available. Unless the employee reports for duty within 30 days or unless he gives an explanation for his absence satisfying the management that he has not taken up another employment or avocation and that he has no intention of not joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice. In the event of the employee submitting a satisfactory reply, he shall be permitted to report for duty thereafter within 30 days from the date of the expiry of the aforesaid notice without prejudice to the Bank's right to take any action under the law or rules of service."

13. As per the above clause 16 if an employee absents himself from work (from duty) for a period of 90 days or more consecutive days without or beyond any leave to his credit originally sanctioned or subsequently extended or where there is satisfactory evidence that he has taken up employment in India or he has no intention of joining the duties as per the satisfaction of the management and the management has given a notice of 30 days calling upon him/her to join duty within 30 days of notice to employees at last known address but the employee has failed to join duty and comply and notice within a period of 30 days such employee can be deemed to have voluntarily retired from service. It is evident that the claimant in the instant case remained absent from duty exceeding four months about 128 days which is more than 90 days and she also failed to furnish any reasonable explanation to the satisfaction of the management and join the duties within 30 days despite service of notice dated 8-11-93 which was admittedly served upon her. Thus the provisions of clause 16 of the 4th Bipartite settlement mentioned above are attracted on the facts of this case and the action of the respondent-management terminating service of claimant/workman as deemed voluntarily retired cannot be faulted and same does not suffer from any illegality. In saying so I am fortified with the Apex Court decision reported in 2001-ILLJ page 196 Punjab and Sind Bank and others Vs. Sakatar Singh wherein it was observed as under :

"Under this Rule the employee is given an opportunity to rejoin duty within a stipulated time or explain his position to the satisfaction of the management that he has no intention of not joining duty and a presumption will be drawn that the employee does not require the job any more and will stand retired from service. Thus, there is no punishment for misconduct but only to notice the realities of the situation resulting from long absence of an employee from work with no satisfactory explanation. The principles of natural justice cannot be examined in Vacuum without reference to the fact situation arising in the case. This Rule has been incorporated in an agreement where representatives of employees Union were parties. They also realized the futility of continuing a situation when an employee without appropriate intimation to the management is playing truant."

14. In a decision reported in 2000-I-LLJ S. C. Syndicate Bank Versus General Secretary, Syndicate Bank Staff Association and Another page 1638 it was held as under :

"17. Bank has followed the requirements of Clause 16 of the Bi-partite Settlement. It rightly held that Dayananda has voluntarily retired from the service of the Bank. Under these circumstances it was not necessary for the Bank to hold any inquiry before passing the order. An inquiry would have been necessary if Dayananda had submitted his

explanation which was not acceptable to the Bank or contended that he did not report for duty but was not allowed to join by the Bank. Nothing of the like has happened here. Assuming for a moment that inquiry was necessitated evidence led before the Tribunal clearly showed that notice was given to Dayananda and it is he who defaulted and offered no explanation of his absence from duty and did not report for duty within 30 days of the notice as required in Clause 16 of the Bi-partite Settlement."

15. It is pertinent to note here that the claimant Asha Rani has claimed in her statement recorded during evidence that she sent an explanation through some but the bank refused to entertain the same. She did not mention through whom it was sent. She should have sent it through post. She even failed to place on record before this court/tribunal any copy or material of the explanation sent. This gives rise to speculation that she did not furnish any satisfactory explanation to the respondent as claimed and she failed to furnish any reasonable explanation of her long absence and failed to join duty within 30 days despite requisite notice as per the provisions of clause 16 of the 4th Bi-partite Settlement. The impugned action of the respondent cannot be said to be violative of the principles of natural justice and holding of any enquiry as claimed would have been an exercise in futility. Hence there was no necessity of holding any enquiry.

16. In view of the above discussion I am of the opinion that the action of the management-respondent in terminating the services of Smt. Asha Rani, Clerk-cum-Cashier w.e.f. 08-12-1993 as deemed voluntary retired is just and fair. The reference is answered accordingly. File be consigned to Record Room.

Dated 30-12-2005 S. S. BAL, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 775.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 38/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल- 12012/36/2003-आईआर(बी-11)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 775.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 38/2003) of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Bank of Baroda and their workman, received by the Central Government on 30-1-2006.

[No. L- 12012/36/2003-IR(B-II)]
C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-38/2003

Reference No. L-12012/36/2003 IR(B-II)

Sh. Sunil Kumar,
S/o Late Sh. Ram Chandra,
R/o House No. 134, Bye Pass Road,
Nahargarh Road,
Jaipur

.....Applicant

Versus

The Deputy General Manager,
Bank of Baroda,
Anand Bhawan, 4th Floor,
Sansar Chandra Road,
Jaipur-302 001

.....Non-applicant

PRESENT:

Presiding Officer : S. R.C. Sharma
For the applicant : S. Rajendra Arora &
Sh. C.C. Jain
For the non-applicant : Sh. R.C. Papriwal &
Sh. Rupin Kala
Date of award : 30-12-2005

AWARD

1. The Central Government in the exercise of powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the Management of Bank of Baroda in terminating the services of workman Shri Sunil Kumar s/o Late Sh. Ram Chandra w. e. f. 10-10-2002 was legal and justified? If not, what relief the workman is entitled to and from which date?"

2. The workman has pleaded in his claim statement that he was engaged as a sweeper on 22-1-2002 by the non-applicant bank at its Station Road Branch, Jaipur against the vacancy arisen on 5-1-2000 on account of his father's death, a permanent sweeper in the said branch. According to his averments, he continuously worked in the bank for more than 240 days, nearly 975 days in total, but in the month of October 2002, his service was terminated in violation of Section 25-F of the Act. He has further stated that the service of some of the junior persons to him have been regularized in contravention of Section 25-G of the Act and the bank is continuing to employ temporary hands without affording an opportunity of employment to him. He has urged that he be reinstated in the service with its continuity and all consequential benefits.

3. The non-applicant in his written-counter while admitting that the workman was engaged in the said branch

as a sweeper, has disputed his employment against the vacancy accrued on his father's death and has pleaded that he was engaged intermittently for performing the job of the sweeper on casual basis, who left it on his own for his better prospects. The non-applicant has also denied that the applicant had ever worked for more than 240 days continuously in a calendar year as well as the contravention of the provisions under Section 25-G and H of the Act.

4. In the rejoinder, stating that he had not left the services on his own, the workman has reiterated the facts as narrated by him in his claim statement.

5. On the pleadings of both the parties, the following points for determination were framed:—

I. Whether the applicant was engaged by the non-applicant bank as sweeper w.e.f. 22-1-2000 against the vacant post of the sweeper who continuously worked up to October, 2002?

BOA

II. Whether the applicant had worked for more than 240 days in a calendar year with the non-applicant bank whose service was terminated in violation of Section 25-F of the Act? B O A

III. Whether at the time of termination of the workman, his juniors were retained by the bank in violation of Section 25-G of the Act? BOA

IV. Whether the bank has employed temporary hands after the termination of the workman in violation of Section 25-H of the Act whose service have been regularized by the bank?

BOA

V. Relief, if any.

6. In the evidence, the workman has submitted his affidavit and in the rebuttal, the counter-affidavit of MW-1 K.C. Hans, the Sr. Manager was placed on the record. Both these witnesses were cross-examined by the respective opposite representatives.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under:—
Point No. I & II

8. Since the facts relating to both these points are identical, they are being discussed together hereunder.

9. The Id. representative for the workman contends that the workman's father was working at the said branch, who expired and his son, the workman, was engaged by the non-applicant bank on 22-1-2000 who continuously worked up to 10-10-2002 and during the period of about 3 years he had worked more than 240 days in each calendar year. His submission is that in total the workman worked for 975 days and this fact has been admitted on behalf of the bank in the ordersheet dated 20-12-2004 as well as MW-1 K.C. Hans has also admitted this fact. The Id. representative further submits that the case put forward by the bank that the workman had left his job cannot be relied upon and it is a false plea adopted by the bank. The Id. representative to substantiate the plea that the workman had completed 240 days of continuous service in the calendar years has relied upon the statement of account Ex. WD-1.

10. Per contra, the Id. representative for the non-applicant contends that whether the workman's service was actually terminated or whether any action of the employer resulted into his termination and whether the post of sweeper was a permanent post in the bank, have been denied by the employer. The sweepers are engaged in the bank on daily wages basis and no permanent post was created for this purpose. The Id. representative further elaborates that the bank has got its rules and regulations for appointment and unless and until the incumbent is appointed by following the prescribed procedures, he cannot be deemed to have been appointed. The Id. representative alleges that in the present case no procedure of appointment was followed and if he was appointed then it is to be considered whether it was a regular appointment. His further submission is that if the initial appointment is illegal then he has got no right to employment. The Id. representative has also contended that it is an admitted fact that the disputant was a daily wager and the management is free to engage him or not, that his appointment seizes everyday and on the next day when he comes he is given the fresh appointment. Therefore, according to his submission, he has not right of employment and the disengagement of the daily wager is not a retrenchment even if he has rendered 240 days of service in a calendar year. As per his averments, the workman has submitted no document except the statement of account and the burden lies upon him to prove that he has completed 240 days in a calendar year. Assailing the genuineness of statement of account Ex. WD-1, the Id. representative further submits that this only shows that he deposited the amount himself and it is not a sufficient documentary evidence, and that even if it is admitted that he was appointed by the bank, it cannot be gathered from the evidence that he continuously worked throughout the period in question. This document only shows that whenever he attended the office he was paid the wages and the bank has refuted in its written statement that the workman had continuously worked with it. He has contended that it is simply a bald allegation without any basis or without any proof and that the workman has left the job on his own as is stated by the management witness. The Id. representative asserts that even there is no remote evidence to show that the workman's service was terminated.

11. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

12. Now, the prime question which emerges for determination is whether the workman was engaged by the bank as a sweeper who has continuously completed 240 days of actual service in the calendar years preceding to the date of his termination i.e. from 10-10-2002. The workman's case is that he was employed as a sweeper on 22-1-2000, who continuously worked till 9-10-2002 and had completed over 240 days in each calendar year preceding to his termination. He has categorically shown that in the calendar year preceding to his termination from 11-10-2001

to 10-10-2002, he has completed 285 days, whereas in the another calendar year from 11-10-2000 to 10-10-2001, he worked nearly 303 days. Contrary to it, the plea set forth on behalf of the bank is that the workman was engaged intermittently during the period in question purely in daily wages and it has strongly disputed the factum of completion of 240 days in any of the calendar years.

13. To begin with, I proceed to examine the factum of completion of 240 days of actual work rendered by the workman in the calendar years preceding to his date of termination. The Id. representative for the bank has contended with force that the burden of proving the fact that the workman had completed 240 days in a calendar year preceding to his termination lies upon the workman and has referred to the decisions cited in 2005 (105) FLR SC 1067; (2002) 3 SCC 25 and (2002) 8 SCC 400, wherein the principle propounded is that the initial burden of proving the completion of 240 days in a calendar year preceding to the termination of the workman rests upon him. In the light of these judicial pronouncements, I proceed to examine the issue in question.

14. The workman to establish his claim has placed his reliance upon the statement of account Ex. WD-1 and has contended that through this account the wages paid by the bank were deposited into his account and he was being paid the wages @ Rs. 70/- per day for the purpose of reckoning the number of workman days on the basis of the amount of wages paid to the workman by the bank, this amount when divided by 70 results into the number of working days and as per this calculation the workman has categorically shown that he had completed over 240 days in the aforesaid calendar year. The dates depicted in the statement of account Ex. WD-1 could not be rebutted on behalf of the bank either by adducing the documentary evidence or oral evidence. It is significant to point it out that on workman's application dated 28-6-2004, this Court vide its order dated 8-10-2004 had called upon the non-applicant bank to furnish the payment vouchers of the period in question before the Court, but no document could be produced on behalf of the bank pursuant to this direction and on 20-12-2004 a statement was made before the court on behalf of the bank that the number of working days as show by the workman is not disputed, which finds mention in the said ordersheet. On behalf of the bank no document could be produced to rebut the contention canvassed on behalf of the workman that he deposited the amount as payment of wages into his account in the non-applicant bank and that he had completed 285 days in the preceding calendar year from 11-10-2001 to 10-10-2002 and 303 days in the another calendar year commencing from 11-10-2000 and ending on 10-10-2001.

15. Pondering over the vital document Ex. WD-1 placed on the record, it is manifestly clear that the workman was serving the bank during the period in question and had completed over 240 days in two preceding calendar years. Thus, on the strength of the documentary evidence, the workman has satisfactorily established the factum of

completion of 240 day in two consecutive calendar years preceding to his date of termination. It is also worthwhile to mention here that despite the direction to the Court, the payment vouchers of the relevant period could not be placed on behalf of the bank and, therefore, the genuineness of Ex. WD-1, the statement of account could not be assailed by the bank. No documentary evidence could be adduced on behalf of the bank to controvert the number of working days rendered by the workman as emerged out from Ex. WD-1. It also appears that the unrebuttable existence of this document led the Id. representative's predecessor for the bank not to candidly dispute the number of working days as displayed by the workman. As such, on the strength of this documentary evidence, the workman has fully satisfied the court that he had completed 240 days of actual service in the aforesaid two preceding calendar years to his termination.

16. Coming to the oral evidence, the workman in his affidavit has testified that he had joined the services of the bank w.e.f. 22-1-2000, who continuously worked till 10-10-2002, on which dated he was declined to join the service. In his cross-examination he has pointed out that he was getting Rs. 70/- per day as wages and that he had worked for 975 days in the same branch as well as he had also filed the application for regularizing his service. He could not be shaken in his cross-examination.

17. Contrary to it, MW-1 KC Hans has deposed that the workman was engaged intermittently for performing the job of sweeper on casual basis, who was not appointed by the competent authority as per prescribed procedure. But he has admitted in his cross-examination that the workman had continuously worked as a sweeper from 2000 to 2002 and prior to it, his father was working on this post. Therefore, even on the basis of the oral evidence, the plea of the workman is corroborated by the deposition of the management witness, who has admitted workman's continuous employment for the period in question with the bank.

18. To sum up, on an analytical examination of the documentary as well as the oral evidence, this fact stands proved that the workman had completed over 240 days of the actual work in the aforesaid two calendar years preceding to the date of his termination. It could not be disputed that his service was terminated prior to serving upon him a legal notice or payment of the salary in lieu of the notice and retrenchment compensation. As such, the bank has failed to follow the mandatory provision under Section 25-F of the Act and the workman's case is attracted by the provision under Section 2(oo) of the Act and his termination tantamounts to retrenchment. The submission set forth on behalf of the workman is fortified by the decisions rendered in 1999 (3) WLC Raj. 540 and 1998 (2) WLC Raj. 555.

19. The Id. representative for the bank then has contended that the disputant in the capacity of a daily wager has no right to the post in as much as his termination was not the action of the management and, therefore, the

provision of Section 25-F is not attracted to the present controversy. His submission is that his appointment was of casual nature, who was not regularly appointed and, therefore, he has no right of appointment against any post.

20. The Id. representative for the bank has invited my attention towards a catena of judgements reported in 1995 (1) SCC 638; 2 LLJ 1994 SC 977; 1996 (74) SC 2339; 1996 (72) FLR SC 804; 1999 (81) FLR All. 319; (1997) 2 SCC 1; 2 LLJ SC 627; 1996 WLC (UC) Raj. 358; 1997 (76) FLR 304 & JT 2005 (11) SC 56. But on survey of these decisions, I find that they do not resemble the present controversy as they deal with the distant issues e.g. regularisation of the services of workmen, etc. and lend no support to the contention advanced on behalf of the bank.

21. As against it, the observation made by the Hon'ble Apex Court in (1985) 4 SCC 201, HD Singh vs. RBI, relied upon by the workman, which is usefully quoted below wherein the Hon'ble Apex Court has observed that "Striking off the name of workman from the rolls by the employer amounts to 'termination of service' and such termination is retrenchment within the meaning of Section 2(oo) of the Act if effected in violation of the mandatory provision, contained in Section 25-F and is invalid..... While reading Section 25-F, 25-B and Section 2(oo), Krishna Ayer, J. in State Bank of India Vs. Sri N. Sundara Money (2) has observed that the words 'for any reason whatsoever' occurring in Section 2(oo) are very wide and almost admitting of no exception. It was made clear that a comprehensive definition has to be effectuated to protect the weak against the strong in construing the ambit of the words contained in Section 2(oo). Pithily he observed that "without further ado, we reach the conclusion that if the workman seems into the harbour of Section 25-F, he cannot be retrenched without payment, at the time of retrenchment, compensation computed as prescribed therein read with Section 25-B(2)." This judicial dicta fortifies the plea set forth by the claimant. Therefore, the submissions made on behalf of the bank on this point are devoid of any merit and are negated.

22. And now, the question which is up before me is whether the workman was engaged against the vacant post of sweeper. The workman has stated in his affidavit that his father was working as a regular employee on the post of sweeper in the bank, who expired on 5-1-2000 and against this vacancy he was appointed by the bank. In his cross-examination, he has admitted that no written appointment order was issued in his favour. This fact that the workman was appointed against the vacant post has been denied by MW-1 KC Hans in his affidavit. But in his cross-examination, in continuity of his statement that the workman had worked as a sweeper w.e.f. 2000 to 2002, he has further stated that prior to the workman, his father Ram Chandra was working as a sweeper on this post, who has died and that he was a regular employee. On analyzing the evidence of the workman as well as that of MW-1 as a whole, it transpires that though the workman was not regularly recruited by the bank to the post of sweeper, yet it is crystal clear that prior to him, his

father was working as a regular employee (sweeper) and on account of his demise, the claimant was engaged as daily wager as against the vacancy of the post of sweeper. This point, therefore, is answered in this manner.

23. On conclusion, both these points are decided in favour of the workman and against the bank.

POINT NO. III

24. The workman in his claim statement has pleaded that some of the junior persons to him have been regularized in the bank's services while his service was illegally terminated. He has not named any such junior person to him, whose service was regularized. Similar is his statement in his affidavit wherein, too, he has not named any such junior person. He has also failed in his cross-examination to indicate any such junior person whose service was retained and has simply stated that in Kukas Branch such a person was retained, but could not be able to disclose his name. Therefore, on this issue, his evidence led by the workman is vague and feeble and cannot be relied upon. As such, this point is decided against the workman.

POINT NO. IV

25. The workman has contended in his claim statement that the bank is continuing to employ temporary hands but has not disclosed the names of such recruitees. He has also alleged in his affidavit that new appointments have been made by the bank, but has failed to point out any such fresh appointment. The contention advanced on behalf of the workman that three new branches have been opened by the non-applicant establishment, where the new persons have been recruited also cannot be accepted in the absence of disclosure of such names. On this point, too, the workman has failed to bring on record any sufficient evidence to strengthen his plea. Therefore, this point is decided against him accordingly.

RELIEF

26. On account of decision of points No. I and II in favour of the workman, his claim deserves to be allowed. The workman has pleaded his unemployment in his claim statement and has also deposed in his affidavit, which stands un rebutted. As such, he is also entitled to get the back-wages.

27. In consequence, the reference is answered in affirmative in favour of the workman and against the non-applicant bank and it is held that the termination order dated 10-10-2002 passed by the management of non-applicant bank against the workman is illegal and unjustified. It is further held that the workman is entitled to be reinstated in the service with its continuity and 50 per cent back-wages. An award is passed in these terms accordingly.

28. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का.आ. 776.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 5/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल-12011/173/2003-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 776.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 5/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Punjab National Bank and their workman, received by the Central Government on 30-1-2006.

[No. L-12011/173/2003-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

Case No. CGIT-5/2004

Reference No. L-12011/173/2003/IR(B-II)

The General Secretary,
Association of Punjab National Bank Employees'
Rajasthan,
Acharyo Ki Haveli,
Kishanpol Bazar,
Jaipur-302001

..... Applicant Association

VERSUS

Zonal Manager,
Punjab National Bank,
Zonal Office,
2, Nehru Place,
Tonk Road,
Jaipur-302015

..... Non-applicant

PRESENT

Presiding Officer: Shri R. C. Sharma

For the applicant: Sh. R. C. Jain

For the non-applicant: Sh. Subrota Kumar Mohapatra

Date of Award: 21-12-2005

AWARD

The Central Government in exercise of the powers

conferred under Clause 'D' of Sub-sections 1 & 2(A) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute vide its reference dated 10-12-2003 and subsequently the corrigendum dated 29-11-2004 for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Punjab National Bank, Jaipur in not giving the post of Head Cashier Category 'C' from 04-01-2002 and Head Cashier Category 'E' from 25-05-2002 to Sh. Chotmal Jat is justified? If not, what relief Sh. Jat is entitled to and from which date?"

2. The applicant-association has pleaded in its claim statement that its member workman Sh. Chotmal Jat joined the services of the bank as clerk/typist w.e.f. 31-10-87, who was transferred in the month of January, 1996 to the Jhotwara branch, Jaipur and his designation was converted as clerk/cashier w.e.f. 25-7-96 which was intimated vide letter dated 25-7-96 of the Regional Office, Jaipur. The association has further stated that as per the Bipartite Settlement dated 6-12-2001, the bank had to appoint the Head Cashier from amongst the working employees in Jaipur city on the special allowance posts in accordance with the BPS dated 1-11-1998 and the BPS dated 6-12-2001 the employees working as clerks in the Jaipur city were appointed as Head Cashier Category 'C' vide order dated 4-1-2002 while the workman was also working in the Jaipur city as clerk-cum-cashier, who was not given this appointment. As per the averments, the workman ranks at serial number 209 in the seniority list dated 1-1-2001, but while devolving him of the promotion the junior persons to him figuring at serial numbers 212, 217 and 220 were appointed to the post of the Head Cashier 'C' vide order dated 4-1-2002. Aggrieved with it, the workman represented his case before the Regional Office, Jaipur, but he was not promoted to the said post. Thereafter it has been alleged on behalf of the applicant-association that in the year 2002, the non-applicant bank promoted the junior persons to the workman to the post of Head Cashier 'E' vide order dated 9-5-2002, against which the workman as well as the association moved the representations before the management, which could not be considered. The association has urged that as per the BPS dated 6-12-2001, the workman is entitled to be appointed as Head Cashier 'C' w.e.f. 4-1-2002 and Head Cashier 'E' w.e.f. 9-5-2002/25-5-2002 in view of his seniority and it is further prayed that he is entitled to get all the consequential benefits.

3. Countering the claim, the non-applicant in his written-counter while admitting the BPS dated 6-12-2001, the initial appointment of the workman as clerk-cum-typist and his transfer to the Jhotwara branch, Jaipur has stated that the Branch Manager, Jhotwara had converted the designation of clerk/typist into clerk/cashier on his own, whereas the employees posted in the branches/offices are governed by the Regional Office and their seniority is fixed

by it looking to their educational qualifications and service record. He has further pleaded that the conversion of the workman's designation was not available with the Regional Office and as such, in his personal file his designation could not be mentioned as clerk/cashier and the matter of his promotion could not be considered. The non-applicant has also stated that on workman's representation dated 8-1-2002 the Senior Regional Manager came to know the factual position and accordingly a decision was taken to promote the workman to the post of Head Cashier 'C'. It is further averred that as per the BPS the Head Cashier 'E' is promoted from amongst the category of Head Cashier 'C' and since the workman was junior in the Head Cashier Category 'C', his case for promotion to the post of Head Cashier Category 'E' could not be recommended. He was proposed on 5-11-2002 for the appointment to the post of the CTO having the special allowance, which was accepted by him and accordingly he was appointed on the same post at Jaipur, where he was drawing more special allowance than the special allowance admissible to the Head Cashier 'C'.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the workman Shri Chotmal Jat is entitled to be promoted to the post of Head Cashier, Category 'C' w.e.f. 4-1-2002 and Head Cashier, Category 'E' w.e.f. 9-5-2002/25-5-2002? BOA

II. Relief, if any.

5. In the evidence, the association has examined its General Secretary Anil Kumar Mathur as WW-1 and on behalf of the non-applicant, the counter-affidavit of MW-1, D.S. Sharma, the Sr. Manager was submitted on the record. Both these witnesses were cross-examined by the respective opposite representative.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. 1

7. The Id. representative for the association contends that the Branch Manager, Jhotwara had converted the post of clerk/typist into the clerk/cashier post vide order Ex. W-1 and the workman had executed the cashier bond in favour of the bank. His further contention is that in the seniority list Ex. W-2, the workman ranks at Sr. No. 209, but on accrual of the vacancies of the Head Cashier 'C' instead of giving promotion to him the employees at Sr. Nos. 212, 217, 220 were promoted as Head Cashier 'C' on 4-1-2002, against which the workman and the association represented to the bank. But on 9-5-2002, these three employees were also appointed as Head Cashier 'E' whereas the workman was senior to them and was working as LDC/Cashier, who was appointed as Head Cashier 'C' on 11-1-2002. The submission of the Id. representative is that had he been appointed as

Head Cashier 'C' on 4-1-2002, he could have been promoted as Head Cashier 'E' on 05-02-2002. Therefore, his contention is that the workman is entitled to be appointed as Head Cashier 'C' since 4-1-2002 and Head Cashier 'E' since 9-5-2002. He has also contended that the reason that branch manager was not competent to convert the nomenclature of the post, is not supported by any circular and the workman was victimized because he is a member of the another union of the bank and there is a breach of settlement on the part of the bank.

8. Countering these submissions, the Id. officer in-charge on behalf of the bank contends that the workman had jointed the services of bank on 31-10-1987 as clerk/typist, who was transferred on the same post to the Jhotwara branch and the Branch Manager, Jhotwara was not authorized to convert the post of clerk/typist into the clerk/cashier post and this information was not conveyed to the regional office. On considering the representation, the workman was appointed as Head Cashier 'C', who happens to be the junior from the employees placed at Sr. Nos. 212, 217 and 220 and cannot be promoted to the post of Head Cashier 'E' from the date these employees were appointed as Head Cashier 'E'.

9. I have bestowed my anxious consideration to the rival contentions.

10. There is no dispute that the workman was appointed as clerk/typist vide annexure-II who was transferred on the same post to the Jhotwara Branch vide annexure-III dated 13-1-1996. The Association has also placed on record the letter of the Sr. Manager, Jhotwara branch, Jaipur addressed to the workman intimating him that the designation of the post clerk/typist has been converted into the post of clerk/cashier w.e.f. the date of his joining. In furtherance of this intimation, the workman had also executed the cashier agreement Ex. W-1/A in favour of the bank. In the seniority list of the clerks of Jaipur and Bharatpur region at Sr. No. 209 figures the name of the workman whereas the other connected employee PK Agrawal, RCKhemani and Anjali Karnawat rank at Sr. No. 212, 217 and 220 respectively who have been stated to be the junior to the workman, but who were promoted as Head Cashier 'C' & 'E' instead of the workman.

11. In the letter Ex. W-3 dated 8-1-2002, the workman has stated that he is working as Cashier w.e.f. 14-1-1996 at Jhotwara branch and he has come to know that PK Agrawal, Khemani and.... (illegible) have been appointed as Head Cashier 'C' w.e.f. 5-1-2002 and as such he should also be appointed as Head Cashier 'C' from the same date. Ex. W-4 and annexure IV are the common document which is an offer of posting as Head Cashier category 'C' made to the workman and it says that in terms of the memorandum of settlement dated 6-12-2001 you are given an offer of posting as Head Cashier 'C' at branch office Shastri Nagar, Jaipur. It further says that "You are advised to give your

unconditional acceptance to your Branch Manager as per the proforma enclosed to the above offer within a period of three days from the date of receipt of this offer." Para 4 of the letter is also reproduced below for convenience sake:—

"However in case you decide to accept the aforesaid posting offered to you by the bank as Head Cashier Category 'C' from the date of your posting as Head Cashier 'C' in the above branch, you shall perform the duties of Head Cashier category 'C' as prescribed in the Industry Level Award/Settlement as may amended from time to time."

12. Thus, vide this letter an offer was accorded to the workman for his unconditional acceptance to the appointment as Head Cashier 'C' and it was made clear to him that in case he accepts the offer, he would be treated to be Head Cashier category 'C' from the date of his posting as such in the said branch. It further indicates that it was made clear to him that only on acceptance of this proposal he would be categorised as Head Cashier 'C' with prospective effect. On behalf of the bank Annexure-V, the unconditional acceptance letter dated 17-1-2002 has been placed on the record, which was submitted by the workman before the Manager whereby he had unconditionally accepted the aforesaid proposal to the post of Head Cashier category 'C'. His declaration/acceptance is quoted as below:—

"I hereby give unconditional acceptance to the above offer and undertake to perform the duties of Head Cashier Category 'C' in terms of the Industry Level Award/Bipartite Settlement as amended up to date."

13. It reflects that the workman had accepted the proposal to the post of Head Cashier 'C' unconditionally and was subsequently treated to be Head Cashier 'C' subsequent to his unconditional acceptance dated 17-1-2002.

14. WW-1 Anil Kr. Mathur, the Secretary of the Association has admitted in his cross-examination that the workman was offered the appointment to the post of Head Cashier 'C' on 11-1-2002 on behalf of the bank, which he had accepted. It has also been shown on behalf of the bank that to meet out the grievance of the workman he was also offered the post of computer operator vide letter dated 5-11-2002 Annexure-VI issued by the Sr. Manager, which was also accepted by him and he joined the duties as CTO w.e.f. 18-11-2002 at Human Resources Development Department, Regional Office, Jaipur as is evident from the letter of information Annexure VII issued by the Manager. WW-1 Anil Kumar in his cross-examination has admitted that presently the workman is performing his duties as CTO and is getting the special allowance of this post, but he has stated that he had accepted the post of CTO under protest. The testimony of this witness on this point is

neither supported from Annexure VI and VII, nor from any document placed on behalf of the association.

15. On these facts, it follows that the workman had unconditionally accepted the offer dated 11-1-2002 vide Annexure IV made on behalf of the bank by his letter dated 17-1-2002 Annexure V and he was further appointed to the post of the CTO. The contention advanced on behalf of the association that the workman had accepted the post of CTO under protest is not fortified from the record and these facts lead to infer that he had voluntarily accepted the offer to the post of Head Cashier 'C' and has forgiven his claim of seniority and is further estopped to raise the plea that he is entitled to the promotion as Head Cashier 'E' vis-a-vis PK Agrawal, RC Khemani and Anjali Karnawat ranking at serial numbers 212, 217 and 220 respectively w.e.f. the date they were appointed to the said posts. Besides as stated above, the seniority list Ex. W-2 pertains to the category of clerks. The BPS dated 6-12-2001 Annexure II lays down that the posting of Head Cashier 'C' will be made on the basis of city/town wise seniority of eligible Head Cashier Category 'A'. It further says that the posting of Head Cashier Category 'E' will be made on the basis of city/town wise seniority of eligible Head Cashier Category 'C'. There is no dispute that PK Agrawal and Ors. were appointed as Head Cashier 'C' prior to the appointment of workman as Head Cashier 'C' and following the provisions contained under BPS dated 6-12-2001, they were promoted as Head Cashier 'E' from amongst the Head Cashier 'C' on seniority basis. As such, the workman in capacity of Head Cashier 'C' figures junior to these persons and he cannot claim the promotion to the post of Head Cashier 'E' vis-a-vis PK Agrawal and Ors. from the said date they were promoted.

16. In the final analysis, it is established on the basis of evidence gathered on the record that the workman on rendering his unconditional acceptance to the post of Head Cashier 'C' is estopped to claim his seniority over PK Agrawal and Ors. and has availed the alternative remedy and his grievance has been redressed by the bank by awarding him the post of CTO. The workman has not even offered himself for the cross-examination and on facts the applicant association has not lodged his claim with clean hands.

Therefore, the applicant association has failed to establish the claim of the workman for his appointment to the post of Head Cashier 'C' w.e.f. 4-1-2002 and Head Cashier 'E' w.e.f. 9-5-2002/25-5-2002.

RELIEF:

17. For the foregoing reasons, the claim of the workman espoused by the association deserves to be rejected.

18. Resultantly, the reference is answered in the negative against the applicant association and in favour

of the non-applicant bank and it is held that the action of the non-applicant bank in not giving the post of Head Cashier 'C' from 4-1-2002 and Head Cashier 'E' from 25-5-2002 to the workman Sh. Chotmal Jat is justified. He is entitled to no relief. An award is passed in these terms accordingly.

19. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का.आ. 777.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक आफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 62/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल-12012/149/2004-आई आर (बी-II)]

सी. गंगधरन, अवर सचिव

New Delhi, the 30th January, 2006

S.O. 777.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 62/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda and their workmen, received by the Central Government on 30-1-2006.

[No. L-12012/149/2004-IR(B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

Case No. CGIT-62/2004

Reference No. L-12012/149/2004/IR(B-II)

Sh. Jagdish Prasad,
S/o Sh. Dupuram,
R/o Khadana, Near Janana Hospital,
Alwar (Raj.)

...Applicant

VERSUS

The Regional Manager,
Bank of Baroda,
Anand Bhawan, 4th Floor,
Sansar Chandra Road,
Jaipur-302 001.

...Non-applicant

PRESENT:

Presiding Officer : Shri R.C. Sharma

For the applicant : Sh. Suresh Kashyap

For the non-applicant : Sh. RK Salecha

Date of award : 30-12-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Bank of Baroda, in terminating the services of Shri Jagdish Prasad S/o Sh. Dupuram, PTS w.e.f. 16-9-2002 is legal and justified? If yes, what relief the workman is entitled to and from which date?"

2. The workman has pleaded in his claim statement that he was employed as a sweeper on 10-5-1988 in the branch office of the non-applicant bank at Alwar, who continuously worked till 15-9-2002, but his service was terminated on 16-9-2002 without showing any reason. He had completed over 240 days in a calendar year and was continuously working for a period of 12 years, who was also entitled for confirmation in the service. But neither the legal notice was served upon him nor the pay in lieu of the notice and retrenchment compensation were paid to him. He has asserted that this act on the part of the bank is unfair labour practice and has urged that he be reinstated in the service with all consequential benefits.

3. Resisting the claim, the non-applicant in his written counter has averred that the workman was a sweeper of Krishi Upaz Mandi Area, Alwar and the branch of the non-applicant bank was also situated in that area, where workman used to sweep and clean the premises simultaneously, that no appointment letter was issued in his favour and the relationship of employer and employee did not exist between both the parties. It has been further stated that the workman abandoned the temporary sweeping work on 10-9-2002 since the branch premises stood shifted to A-2, Anand Vihar, Agrasen Circle, Alwar. Assigning the reasons of abandonment, the non-applicant has further pleaded that while the workman was performing the sweeping/cleaning work in the newly shifted premises, the local sweeper and her relatives physically prevented him from carrying on the work, they also filed the suit against the workman seeking prevention against him to perform sweeping job. In that suit the non-applicant bank as a party to the suit had filed an affidavit deposing that the workman had voluntarily abandoned the sweeping work at the branch. The non-applicant has denied to have committed any unfair labour practice under

Section 2(r) of the ID Act. Under the additional grounds the non-applicant has also agitated that the workman had filed a suit for declaration and permanent injunction against Babbu and others, wherein an application for temporary injunction was also filed by him, which was rejected by the Court on 26-9-2002.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the workman was appointed as a sweeper on 10-5-1988 by the non-applicant who continuously worked up to 15-9-2002 and whose service was terminated on 16-9-2002 in violation of Section 25-F of the Act. BOA

II. Whether the non-applicant bank has practiced unfair labour practice in not confirming the service of the applicant? BOA

III. Relief, if any.

5. In the evidence, the workman has submitted his affidavit and on behalf of the non-applicant, the counter-affidavit of MW-1, Hemchand Data, has been brought on the record. Both these witnesses were cross-examined by the respective opposite representative.

6. I have heard both the parties and have scanned the record. The pointwise discussion follows as under :—

Point No. I

7. The Id. representative for the workman contends that the workman was employed as a sweeper on 10-5-1988 who worked till 15-9-2002 and this fact has not been disputed on behalf of the bank, but his service was terminated on 16-9-2002 in violation of Section 25-F of the Act. The Id. representative further contends that the building of the branch was shifted to another place where he was refused to do the sweeping job and the workman on the basis of Ex. W-1 to Ex. W-9 has shown that he had written letters to the Branch Manager requesting him for his regularisation, whose matter was pending before the management for regularising his service therefore, all the grounds that he did not turn up to his job or had left the job cannot be sustained. The Id. representative has also contended that crucial point is that when his case was pending for regularising his service and he had completed all the formalities then why his service was terminated without complying with the provision under Section 25-F of the Act. The Id. representative has also relied upon the evidence produced by the workman and has contended that the tradition cannot override the law. He has asserted that the other persons of the locality cannot say that he may not be permitted to work as a sweeper in the bank and the bank cannot take this pretext that he was opposed by the persons belonging to the vrit. The Id. representative

then has also contended that even after shifting the building at the new place when the vrit persons raised the objections, subsequent to it on expiry of one month the workman had submitted his representation for regularisation which was considered by the management and the bank was bound to act according to its rule and not under the pressure of the community. As per his submissions, it was the duty of the Branch Manager to intimate the higher authorities when the workman was restrained by the persons of his community, but the higher authorities were kept in dark and the workman had continuously worked from the year 1988 to 2002 who is having a lengthy service of 14 years.

8. Per contra, the Id. representative for the non-applicant contends that it is a case where a part-time sweeper (for short, PTS) has voluntarily abandoned the job on account of social pressure. He was a PTS who used to sweep the bank premises and no appointment letter was ever given to him, that a refusal of the documents relied upon by the workman would reveal that the management did every effort to regularise his service and the letter Annexure-2 was written by the Branch Manager to him way back in the year 1992, but the workman did not comply with requirements till 1993. The Id. representative further contends that no document could be placed on the record by the workman that he had complied with the direction of the bank authorities and admittedly the bank has not denied that since 1992 he was sweeping the branch, but there was a change in the circumstances when the bank premises were shifted to the new place. The Id. representative has asserted that the tradition of vrit is prevalent among community to which the workman belongs and it is also revealed from the cross-examination of the workman that the bank had no control over the obstructions caused by the persons belonging to vrit at that area. Further elaborating the Id. representative contends that the workman had never objected before the bank and he abandoned the work due to the obstructions of the persons belonging to vrit, that the bank was required to be swept and cleaned by the sweeper and a letter Ex. 3 was written by the Balmiki Samaj to the bank in this regard. The Id. representative has also contended that the workman never worked more than 2 hours a day, who was a PTS and it was a voluntary abandoned of the job on the part of the workman, who never cooperated with the bank. The Id. representative has placed his reliance upon the documents Ex. OP-1, copy of the suit filed by the workman against Babbu and Ors and the order sheets, Ex. OP-2 as well as Ex. OP-3, a letter of the President, Balmiki Samaj requesting the bank that the Babbu Ram be allowed to sweep the bank premises.

9. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

10. Now, the first question which emerges for determination is as to whether the workman had completed over 240 days in a calendar year proceeding to the date of his termination.

11. The workman's case is that he was employed as a sweeper on 10-5-1988, who continuously worked till 15-9-2002, whose service was terminated w.e.f. 16-9-2002 in contravention of the provision under Section 25-F of the Act. On behalf of the bank it could not be categorically denied that the disputant had joined the services of the bank w.e.f. 10-5-1988, but it has been contended that he was working as a PTS devoting one to two hours a day. Even during the course of the arguments, it could not be assailed that the workman had not completed 240 days in a calendar year proceeding to the date of his termination. The application dated 16-7-2002 addressed by the workman to the Assistant Manager of the bank says that he was working w.e.f. 9-5-1988 with the bank. The letter dated 29-12-1992 of the Senior Manager speaks of taking the further steps for regularising his service by the bank authorities and the workman was required by the bank to submit the relevant documents before the bank for consideration of regularising his service. Similarly, the letter dated 26-5-1991 written by the Manager, the letter dated 13-3-1991 written by the Manager to the Regional Manager, the letter dated 11-2-1991 addressed by the Senior Manager, to the Branch Manager and the another the letter dated 12-2-1991 written by the Branch Manager, they all reveal that the workman was under the continuous employment of the bank. Therefore this fact stands established that the workman prior to his termination was continuously rendering his services to the bank and had completed over 240 days of actual work in the preceding calendar years.

12 Now, I am called upon to dwell over the moot question as to whether the service of the claimant was terminated by the bank or he had abandoned the job on his own. The workman in his affidavit had deposed that he has addressed various letters to the bank authorities for his regularisation but his request was not acceded to and he has testified that he had not abandoned the job. In his cross-examination, he has deposed that when the bank premises were shifted to the railway colony, that area falls under the vrit of other persons and there he worked nearly a month, then the persons of his community residing at that locality threatened him not to come there. He has also named Babbu, who threatened him and has admitted that this area comes under the vrit of Babbu. He has also admitted that while he was performing there, about 10 to 15 people came to the Manager and asked him not to take the work from him. But he has further stated that when reported for duty, he was declined on behalf of the bank to join the duty. The non-applicant has placed his reliance on Ex. OP-1, the copy of the suit filed by the disputant before the Civil Judge No. 1 at Alwar against Babbu and another

persons seeking permanent injunction in his favour to continue on the said job and it is stated on behalf of the bank that his temporary injunction was rejected by the Court, which stands un rebutted. Be that as it may, it is not disputed that the newly shifted place was covered under the vrit of other persons, who had resisted the functioning of the workman with the bank and Ex. OP-3 fortifies this fact, which is a letter dated 3-10-2002 addressed by the State President of the Balmiki Samaj to the Regional Manager that the newly shifted premises of the bank falls under the vrit of Babbu Ram and as per the tradition of the Balmiki Samaj only he is entitled to work as sweeper in the bank. But the key question which crops up for determination on these facts is whether the workman was declined to continue thereby the bank.

13. Here "vrit" is meant for a customary right whereby a sweeper residing in a particular locality would perform the sweeping job in the offices located under that particular area wherein he resides. Since the claimant was not the resident of the area wherein the branch was shifted later on, he was opposed by Babbu and Ors., the resident of the newly shifted place of the bank.

14. Evidently, when the objection was raised on behalf of the Balmiki Samaj to this effect that only Babbu Ram will be performing the task of PTS, the workman was declined by the Branch Manager to continue the job further. There is no *iota* of evidence on the record that the workman was in agreement with the vrit community of that area and had voluntarily abandoned his job. Even if it is assumed that the workman could not continue his job on account of the pressure of the community of that area claiming their vrit (right) over the sweeping job in the bank situated in their locality as a customary right in their favour, it is amply clear that prior to the disengagement of workman's service, the bank had not resorted to the mandatory legal provision enshrined under Section 25-F of the Act. Since the claimant was declined by the bank, albeit on account of the community pressure, it was the bounden duty of the bank to comply with the requirements under Section 25-F of the Act. Admittedly, neither a legal notice was served upon him nor the pay in lieu of notice, may the retrenchment compensation were paid to him.

15. The Id. representative for the workman in support of his submission has invited my attention towards 1985 FJR Punjab and Haryana 248, where in the Hon'ble Court has observed that termination of service amounts to retrenchment even if it is for any reason except punishment by way of disciplinary action or retrenchment of workman. The another decision relied upon by him is 1980 (40) FLR SC 373, the facts thereof are that the workman was employed with the respondent bank from 13-7-1973 to 21-8-1974 when her services were terminated due to the failure of the workman to pass the test which would have enabled her to be confirmed in the service. The Hon'ble Court has ruled

that "This, in our opinion, emphasizes the broad interpretation to be given to the expression 'retrenchment'. In our view if due weight is given to the words "the termination by employer of the service of a workman for any reason whatsoever" and if the words 'for any reason whatsoever' are understood to mean what they plainly say, it is difficult to escape the conclusion that the expression 'retrenchment' must include every termination of the service of a workman by an act of the employer". The observations made by the Hon'ble Court are applicable to the present controversy and the workman's termination tantamounts to the retrenchment in. Thus, this question is answered in favour of the workman.

16. The next question which remains for consideration is whether the workman was employed as a PTS or he was working as a full-time employee?

17. On behalf of the workman it has been contended that he was a full-time employee and the workman in his cross-examination has stated that he was devoting three hours for sweeping and cleaning the bank premises and thereafter he was discharging the functions of a 4th class. But he has admitted that at that time another 4th class was also appointed in the bank who was carrying on the functions of a 4th class. Therefore, his oral testimony on this point is self-contradictory and no credence can be attached to it. Moreover, in his letter dated 16-7-2002 he has stated that he is working since 9-5-1988 as a part-time employee with the bank. The another letter dated 27-2-1993 addressed by the Branch Manager to the workman has also depicted him as a part-time employee. The letter dated 13-3-1991 written by the Manager to the Regional Manager also described him as a part-time sweeper. On the strength of this documentary evidence, too, it is fully proved that the workman was employed as a PTS and not as a full-time employee. Therefore, the submission advanced on behalf of the workman to this effect cannot be maintained and is repelled.

18. In the final analysis, the workman succeeds to establish that he had completed over 240 days of continuous service during the preceding calendar years to this termination and that he was declined to continue further by the bank in contravention of the provision contained under Section 25-F of the Act. It is further established that he was functioning as a PTS with the bank. Accordingly, this point is decided in this manner in favour of the workman and against the bank.

Point No. II

19. The Id. representative for the workman contends that the workman worked from the year 1988 to 2002, who has a lengthy service of 14 years and it was the duty of the

bank authorities to protect the staff and to confirm his services. Contrary to it, the Id. representative for the bank submits that a simple perusal of the documents would reveal that the management did every effort to regularize the services of the workman and the letter Annexure II was written to him way-back in the year 1992, but he did not comply with it and even there was no compliance till 1993. His further submission is that no document on record has been placed by the workman disclosing that at any time he complied with the directions of the management.

20. Clause 10 of the 5th Schedule envisages that to employ the workmen casuals or temporary and to continue them as such for years with the object of depriving them of the status and privileges of permanent workmen amounts to unfair labour practices.

21. The letter of the Sr. Manager dated 29-12-1992, the another letter of the Manager dated 26-2-1991 as well as the letter dated 11-2-1991 of the Sr. Manager to the Bank Manager reveal that the management had taken the steps for regularisation of the workman's service and he was asked to submit the relevant record before the bank. But no document on the record suggests that the workman had complied with them. Therefore, though the workman served for a lengthy period under the employment of the bank, yet he fails to satisfy that he had complied with the directions of the management to submit the relevant documents before it for consideration of regularisation of his service. On these facts, therefore, it cannot be presumed that the bank has characterized the unfair labour practice. This point, therefore, is decided against the workman and in favour of the bank.

RELIEF:

22. For the foregoing reasons, the claim of the workman deserves to be allowed. The claimant has also pleaded his unemployment which stands un rebutted.

23. In the result, the reference is answered in the affirmative in favour of the workman and against the non-applicant bank and it is held that the order passed by the non-applicant bank terminating the service of the workman w.e.f. 16-9-2002 is illegal and unjustified and is quashed. It is further held that the workman is entitled to be reinstated in the service with its continuity and 50 per cent back-wages. However, it would not preclude the bank to terminate his service after following the prescribed procedure by the law. An award is passed in these terms accordingly.

24. Let a copy of the Award be sent to the Central Government for publication under Section 17 (1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 778.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आर्कैलोजिकल सर्वे आफ इण्डिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 42/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल-42012/138/2001-आईआर(सीएम-II)]
पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 30th January, 2006

S.O. 778.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 42/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Archaeological Survey of India, and their workman, which was received by the Central Government on 30-1-2006.

[No. L-42012/138/2001-IR(CM-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR****CASE NO. CGIT-42/2004****Reference No. L-42012/138/2001-IR(C-II)**

Sh. Om Prakash Sharma,
S/ Sh. Rajendra Prasad Sharma,
R/o Nagar (Sikari Char Hissa),
Tehsil Kirawali (Fatehpur Sikri),
Agra (UP)

....Applicant

Versus

1. Conservative Assistant,
Archaeological Survey of India,
Fort, Bhartpur.

2. The Superintendent,
Archaeological Survey of India,
Patel Marg, Mansarovar,
Jaipur.

3. The Director General,
Archaeological Survey of India,
Janpath, New Delhi.

... Non- applicants

PRESENT :**Presiding Officer : Sh. R. C. Sharma,****For the applicant : Sh. B. M. Sharma.****For the non-applicants : Sh. Tej Prakash Sharma.****Date of award : 7-12-2005****AWARD**

The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

SCHEDULE

"Whether the action of the management of Archaeological Survey of India in orally terminating the services of Shri Om Prakash, daily rated workman w.e.f. 1-1-1991 is just, fair and proper? If not, to what relief is the workman entitled?"

2. The workman has pleaded in his claim statement that he was engaged as daily rated workman to the post of Monument Chowkidar (Class IV) on 26-11-87, who continuously worked up to the end of December, 1990 that he falls in the category of a workman and the non-applicant establishment is governed by the definition of industry. He has further stated that on 1-1-91 his services were orally terminated in violation of Section 25-F of the Act. He has also alleged that the other similarly situated persons who worked along with him, were reinstated, viz., Shyam Babu, Hari Kishan, Harveer Singh, etc. He had raised an industrial dispute before the Assistant Labour commissioner, Central, Jaipur, who submitted the failure report and that the Central Government refused to make the reference of the dispute which led him to file the writ petition before the Hon'ble High Court at Jaipur Bench, which was allowed and in compliance thereof the Government of India has referred this industrial dispute. The workman has urged that he be reinstated in service with all consequential benefits and back-wages.

3. Resisting the claim of the workman, the non-applicants in their written-counter have averred that the claimant was engaged only on daily wages on muster roll basis as casual baildar w.e.f. 28-4-87 who worked up to 28-2-91 against the different special repair works estimated to the centrally protected monuments in different periods as and when required. They have further stated that he was never appointed against any sanctioned post. Detailing the number of working days performed by the workman, the non applicants at para 2 of the written-counter have stated that from the year 1987 to the year 1991, the workman never completed 240 days in any calendar year. They have also raised an objection that the non-applicant

establishment is not an industry as defined under Section 2-J of the Act.

4. In the rejoinder, the workman reiterating the facts as stated in the statement of claim has pleaded that the non-applicant department is an industry.

5. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the applicant was appointed as daily rated workman to the post of Monument Chowkidar attendant (class-IV) on 26-11-1987 by the non-applicant management, who continuously worked upto last December 1990?
- II. Whether on 1-11-1991 the service of the workman was terminated in violation of Section 25F of the Act?
- III. Whether after the termination of the workman, the fresh hands, as stated at para 4 of the claim statement, were appointed by the non-applicant management in violation of Section 25-H of the Act?
- IV. Whether the non-applicant establishment does not fall within the definition of 'Industry' as defined in Section 2(j) of the ID Act?
- V. Relief, if any.

6. In the evidence, the workman has submitted his affidavit and thereafter on filing the statement of working days Ex. W-1, he submitted his additional affidavit on 28-6-2005. In the rebuttal, the counter-affidavit of MW-1 MK Srivastava was placed on the record. Both these witnesses were cross-examined by the respective opposite representative.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point Nos. I & II

8. Since the facts involved therein are common, hence both these issues are discussed together as hereunder.

9. The following points crop up for determination of this issue :—

- (i) Whether the workman was employed as a Chowkidar by the non-applicant department?
- (ii) Whether he has completed 240 days in any of the calendar years preceding to the date of his termination?

10. The Id. representative for the workman contends that the workman was employed as a chowkidar who has completed 240 days in the calendar years on the basis of the details of the working days Ex. W-1, which was issued

by Sh. Har Prasad Anjana, the Assistant Surveyor of the non-applicant department. Arguing contra, the Id. representative for the non-applicants submits that the workman has not completed 240 days in a calendar year, who was employed as a baildar and the non-applicant department has shown the number of working days in the written-counter.

11. So far as the nature of employment is concerned, the workman has placed his reliance upon Ex. W-1, which is a statement of the working days and is stated to have been issued by the department. MW-1, MK Srivastava was confronted with this document, who though has stated in his cross-examination that this document was not issued by the non-applicant department, yet in continuation of his reply he has also deposed that he is not conversant with this fact. He could not be able to specifically reply whether Sh. Hari Kishan Anjana is a Conservative Assistant in the non-applicant department or not. As such, the conduct of the witness reveals that he has endeavoured to evade the reply to the question put on behalf of the workman and could not categorically deny that Ex. W-1 did not belong to the non-applicant department. Therefore, it leads to an inference that this document pertains to the non-applicant department. It clearly describes the workman as a casual chowkidar. Thus, with the assistance of this document, the submission of the workman is fortified that he was employed as a chowkidar.

12. Turning to the next question as to whether the workman has completed 240 days of actual work in any of the calendar years during his employment, the workman's case is that he was employed on 26-11-87 who worked with some intervals till 11-1-91, whereas in his claim statement he has pleaded that he worked till the end of December, 1990. Be that as it may, it can be stated that according to workman's averment he worked from 26-11-87 to 30-12-90, whereas the case of the non-applicants is that the workman was employed from 28-4-87 to 28-2-91 as and when he was required to engage looking to the quantum of the work. At para 2 of the written-counter, the non-applicants have exhibited the number of working days year-wise and according to their averments he had completed 240 days in none of the years.

13. The workman has placed his reliance on the Ex. W-1, the statement of working days, which he has stated was given to him by officer named Sh. Har Prasad Anjana. On a close scrutiny of the number of working days shown therein, it appear that he has worked maximum number of working days in the year 1988 and on working out, the number of working days comes to 221 days only.

14. Thus, during the period of whole employment the workman has completed the maximum number of working days in the year 1988 which are less than 240 days. Accordingly, the workman could not be able to satisfy that he had completed 240 days of actual service in any of

the calendar years preceding to his termination. On the other hand, the non-applicants have specifically shown the number of working days put in by the workman during the said period of his employment. Pondering over the oral evidence gathered on the record, the workman in his cross-examination has stated that he had not applied prior to his appointment, he was employed as chowkidar by issuing a written order in his favour, but he had further admitted that he has not placed that on the record. To a question, he could not be able to answer as to how many days he had worked in the particular year. Contrary to it, MW-1 M.K. Srivastava has categorically stated in his cross-examination that the workman has not completed 240 days of work in any calendar year. He has stood unshaken in his cross-examination. Accordingly, I find that the oral evidence adduced by the workman is indefinite and feeble and no reliance can be placed upon it.

15. To conclude, the workman has failed to establish that he had completed 240 days in any of the calendar year during the period of his employment. Accordingly, both these points are decided against him.

Point No. III

16. The Ld. representative for the workman contends that no seniority list was prepared by the non-applicants and to controvert the names of the persons disclosed by the workman in his affidavit, who were appointed by the department, the non-applicants have not produced any record before the Court. On behalf of the non-applicants this submission has been sought to be controverted by arguing that no fresh appointments were made by the department.

17. On this issue, the pleadings of the workman are unclear and contradictory. In his claim statement, the workman has stated that some other similarly situated persons who worked along with him were reinstated, which suggests that a few persons who joined the employment of the non-applicant department were terminated and after the workman's termination they were reinstated. But in the affidavit, the workman has stated that the junior persons to him, viz., Prem Swaroop, Harikishan, Harveer Singh and Shyam Babu are still working with the non-applicant department implying that the services of these persons were retained by the non-applicant department while terminating his service. Under both these circumstances, whether they were retained by the non-applicant department or they were subsequently appointed, the workman's testimony stands uncorroborated and no document could be placed on the record to support his deposition that the department either retained the services of the junior employees to him or recruited the fresh hands subsequent to his termination without affording an opportunity of employment to him. Therefore, being the contradictory plea, his submission cannot be maintained.

Accordingly, this point, too, is decided against the workman.

Point No. IV

18. The Ld. representative for the non-applicants contends that the Archaeological Survey of India does not come under the purview of the ID Act and hence it is not an industry. It has been opposed on behalf of the workman by stating that it is an industry.

19. MW-1 MK Srivastava has deposed that the non-applicant department is looking after conservation, preservation and chemical treatment work of the centrally protected monuments all over the country in public interest and not for commercial benefit. He stands unshaken on this point.

20. There is no evidence on the record to suggest the profit motive of the non-applicant department and it is not revealed that it is carrying on the function of production or distribution of goods or rendering the services calculated to satisfy the human wants. Accordingly, this point is decided in favour of the non-applicant department.

RELIEF

21. For the foregoing reasons, the workman is entitled to no relief.

22. In the result, the reference is answered in the negative against the workman and in favour of the non-applicant department and it is held that orally terminating the services of the workman w.e.f. 1-1-91 is justified and proper. The claim of the workman is rejected. An award is passed in these terms accordingly.

23. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 779.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई. सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, असनसोल के पंचाट (संदर्भ संख्या 22/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल-20012/472/1995-आईआर(सी-11)]

पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 30th January, 2006

S.O. 779.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 22/1996) of the Central Government Industrial Tribunal/Labour

Court, Asansol as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nutandanga Colliery of M/s. ECL and their workman, which was received by the Central Government on 30-1-2006.

[No. L- 22012/472/1995-IR(C-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT : Sri Md. Sarfaraz Khan, Presiding Officer

REFERENCE NO. 22 OF 1996

PARTIES : Agent, Nutandanga Colliery of E.C. Ltd.

Vrs.

Secretary, Colliery Mazdoor Union, Nutandanga.

REPRESENTATIVES:

For the Management : Sri B. K. Roy, Personnel Manager.

For the Union : S. Karmakar, Secretary,
(Workman) Colliery Mazdoor Union,
Nutandanga.

Industry : Coal State : West Bengal.

Dated 08-12-2005

AWARD

In exercise of powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Govt. of India through the Ministry of Labour vide its letter No. L-22012/472/95-IR (C.II) dated 22-07-96 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Nutandanga Colliery Pandaveshwar Area of ECL, PO : Nutandanga, Dist. Burdwan (W.B.) in denial of employment of Sh. Rasik Das, dependant son of Late Jiwan Das, Ex.-U.G. Loader is justified? If not, what relief the concerned workman is entitled to?”

After having received the order No. L-22012/472/95-IR(C.II) dated 22-7-96 of the aforesaid reference from the Ministry of Labour, Govt. of India, New Delhi for adjudication a reference No. 22 of 1996 was registered on 30-7-96 and thereafter an order to issue notices through the registered post to the respective parties was passed

with a direction to appear and file their written statement along with the documents on 13-8-96. In pursuant to the notices issued Sri B. K. Roy, Personnel Manager for the side of the management and Sri S. Karmakar, Secretary of the union for the workman concerned appeared in the court and filed their written statements in support of their respective claims.

From persual of the record it transpires that the union left taking any step on its behalf since 28-10-04. Inspite of grant of several adjournments and issuance of fresh notice no body turned up to represent the case of the workman concerned. These all facts go to show that the union has got no interest in this case and it does not want to proceed with the case further.

In such a prevailing facts and circumstances of the case it is not proper and advisable to keep the record pending any more as no useful purpose is to be served. Accordingly it is hereby

ORDERED

That let a ‘No Dispute Award’ be and the same is passed. Send the copeis of the award to the Ministry of Labour, Govt. of India, New Delhi for information and needful. The reference is accordingly disposed of.

MD. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 30 जनवरी, 2006

का. आ. 780.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इण्डियन आडिट एवं अकाउन्ट्स डिपार्टमेन्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 50/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल-42012/186/2003-आईआर(सीएम-II)]

पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 30th January, 2006

S.O. 780.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 50/2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Indian Audit and Accounts Department, and their workman, which was received by the Central Government on 30-1-2006.

[No. L- 42012/186/2003-IR(CM-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JAIPUR****CASE NO. CGIT-50/2004.****Reference No. L-42012/186/2003-IR(CM-II)**

Sh. Dau Lal Swami,
(Alias Jaswant Swami),
S/o Sh. Jugal Kishore Swami,
R/o 535, Tagore Nagar,
Nahri Ki Naka
Jaipur

....Applicant

Versus

1. Accountant General (A&E),
India Audit and Accounts Department,
Bhawandas Road,
Jaipur-5.

2. The Sr. Deputy Accountant General (Admn),
Indian Audit and Accounts Department,
Bhawandas Road,
Jaipur-5.

3. Manager/Sr. Accountant,
Departmental Canteen,
O/o Accountant General (A&E),
Indian Audit and Accounts Department,
Bhawandas Road,
Jaipur-5.

... Non- applicants

PRESENT:

Sh. R. C. Sharma, Presiding Officer

For the applicant : Sh. Satish Avasthi
& Sh. Kuldeep Punia

For the non-applicants : Sh. Tej Prakash Sharma.

Date of Award : 29-11-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Indian Audit Department, Jaipur in discontinuing the services of Shri Dau Lal Swami urf Jaswant Swami w.e.f. 11-10-2002 as Asstt. Halwai of departmental canteen is legal and justified? If not, to what relief the workman is entitled and from which date?"

2. The workman in his claim statement has pleaded that he after Sh. Jugal Kishor Swami was appointed as a

Halwai in the canteen of the Accountant General Office, who expired on 18-2-98 and on compassionate ground, he was engaged as Halwai in July, 1998. But even on expiry of four years, subsequent to his employment, he was not confirmed to the post, who had worked for more than 240 days in each calendar year. His service was discontinued w.e.f. 11-10-2002 in violation of Section 25-F of the Act. He has further stated that at the time of terminating his service, the junior employees to him were retained by the management and subsequent to his termination one person named Sh. Sanjay Mathur was recruited in violation of Section 25-H of the Act. He has urged to set aside his termination order dated 11-10-2002 and to reinstate him in the service with all consequential benefits.

3. The non-applicants, in their written counter, disputing the claim of the workman have averred that the office of the AG is not covered by the definition under Section 2-J of the Act and that the claimant is not a workman as defined under Section 2-S of the Act. They have further stated that the workman was employed as a daily wager on 21-6-2000 in the canteen of the AG Office, who worked till 20-6-2002 and only completed 213 days of work during this period. Thereafter during the period from 21-6-2002 to 4-10-2002, he only worked for 84 days and thus he never completed 240 days in any calendar year. It has also been pleaded on behalf of the non-applicants that as per the circular dated 11-12-79 issued by the Government of India, it was decided that all the disputes relating to the employees working in the canteen, who are under the control of Government of India will be disposed of by the Central Administrative Tribunal. The non-applicants have also disputed any contravention under Sections 25-G and 25-H of the Act on their part.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the claimant was employed as Assistant Halwai by the non-applicant establishment w.e.f. July, 1998, who continuously worked up to 10-10-2002, but his service was terminated with effect from 11-10-2002 in violation of Section 25-F of the Act?

II. Whether at the time of terminating the services of the workman his junior employees were retained by the non-applicant establishment in violation of Section 25-G of the Act?

III. Whether after the termination of the workman the fresh appointments have been made by the non-applicant establishment in contravention of the provisions under Section 25-H of the Act?

IV. Whether the claimant is a workman as defined under Section 2-S of the Act?

V Whether the non-applicant establishment is not an industry as defined under Section 2-J of the Act ?

VI Whether this Tribunal as per pleading of the non-applicants at para No. 5 of the written statement has got no jurisdiction to hear the dispute ?

VII Relief, if any.

5. In the evidence, the workman has submitted his affidavit and in the rebuttal, the counter-affidavit of MW-1 Sh. Arun Goel, Sr. Deputy Accountant General was placed on the record. Both these witnesses were cross-examined by the respective opposite representative. Both the parties have also led the documentary evidence.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under:—

Point No. I:

7. The Id. representative for the workman contends that the workman was appointed by the non-applicant department as an Assistant Halwai on compassionate ground, who continuously worked from July, 1998 to 10-10-2002 and his service was terminated without following the requirements under Section 25-F of the Act. The next submission advanced by Id. representative is that when the workman raised the dispute for the grant of regular pay-scale, his service was terminated. The Id. representative contends that the workman has completed 240 days in each calendar year and, therefore, his termination amounts to retrenchment. The Id. representative has placed his reliance on 2001 (1) WLC Raj: 60.

8. Countering these submissions, the Id. representative for the non-applicants submits that the workman had not completed 240 days of work in any calendar year, who was employed on the requirement of the work intermittently for the short period. The Id. representative has relied upon (2002)3 SCC 25.

9. I have bestowed my thoughtful consideration to the rival contentions and have carefully gone through the judicial pronouncements referred to before me.

10. The workman's case is that he was initially appointed as Assistant Halwai on the compassionate basis on account of his father's death who subsequently continued to work from the month of July, 1998 to 11-10-2002 and completed more than 240 days in each calendar year. The non-applicants have set forth a plea that the workman was employed as a casual labourer on 21-6-2000 in the departmental canteen, who intermittently worked from 21-6-2001 to 20-6-2002, for a period of 213 days and thereafter from 21-6-2002 to 4-10-2002 for a period of 84 days. Thus, according to the non-applicants' plea the workman had served in the departmental canteen only during these two short spells.

11. Counting backward from 11-10-2002, the preceding calendar years are found to be 11-10-2001 to 10-10-2002, 11-10-2000 to 10-10-2001, 11-10-99 to 10-10-2000 and 11-10-98 to 10-10-99.

12. The workman to substantiate his submission that he has completed 240 days of actual work in the preceding calendar year to his termination has brought on the documentary evidence, viz., the applications, which were submitted by him before the departmental authority and the copies of the attendance registers Ex. W-12 to W-20. The relevant applications for determination of this point are Ex. W-3, W-5, W-6 and W-7. In the application Ex. W-3 dated 12-2-2002, he has urged to appoint him on the compassionate ground and has further stated that he had completed three and half years of service as a daily wage. In the application Ex. W-5 dated 20-5-2002, he has pointed out that he is working on daily wages in the canteen. Similar fact is also mentioned in the application Ex. W-6 and in the application Ex. W-7 dated 13-3-2001 he has categorically stated that for the last three years he is working in the canteen. Thus, in all these applications, though he has stated that he is working for the last three and half years in the canteen on daily basis, yet with the assistance of these applications the number of working days in each calendar year cannot be reckoned. It is his general statement incorporated therein that he is working for the last three/ three and half years.

13. Pondering over the attendance registers from Ex. W-12 to Ex. W-20, the attendance register Ex. W-12 pertains to the month of June, 2000 and Ex. W-13 relates to the month of July, 2000. Thereafter the attendance register Ex. W-14 contains the attendance of the workman for the month of February, 2002, W-15 for the month of March, 2002, W-16 for the month of April, 2002, Ex. W-17 for the month of May, 2002, Ex. W-18 for the month of June, 2002, Ex. W-19 for the month of July, 2002 and Ex. W-20 for the month of August, 2002. Ex. W-21 is a note of payment of daily wages dated 14-8-2002 which speaks of the payment worth Rs. 1380 made to the workman for the work carried out by him for a period of 23 days in the month of July, 2002.

14. Apparently, on the basis of the aforesaid documentary evidence, the workman has completed 188 days of actual service in the calendar year w.e.f. 11-10-2001 to 10-10-2002 and the number of working days are counted on the basis of the attendance registers Ex. W-14 to Ex. W-20, which are covered by this calendar year.

15. Vide order dated 16-3-2005, on the application of the workman dated 7-2-2005, the non-applicants were directed to produce the vouchers of payment of wages and attendance registers relating to the workman for the period from 21-6-2001 to 20-6-2002 and from 21-6-2002 to 4-10-2002. The case was posted on 6-4-2003 for submission

of these documents, on which date the Id. representative for the workman sought time and thereafter the case was listed on 25-4-2003. On this date, the Id. representative for the non-applicants informed the Court that these documents are not available with the department. But till the conclusion of the evidence, no affidavit in support of it could be produced on behalf of the non-applicants. It has been pleaded on behalf of the non-applicants that during the period from 21-6-2001 to 20-6-2002, the workman had completed 213 days of work and from 21-6-2002 to 4-10-2002 he worked for 84 days in total. In the cross-examination, to a question MW-1 Arun Goel has replied that the workman had not continuously worked from July, 1998 to 10-10-2002. He has further admitted that during this period how many days the workman had worked under the employment of the department, no record thereof has been produced before the Court. Thus, when it is alleged on behalf of the non-applicants that during the aforesaid two spells, the workman had put in only 213 days in one duration and 84 days in another duration, the burden is shifted upon the department to corroborate this fact by adducing the documentary evidence. Once the workman has produced the photocopies of the attendance registers of the relevant period, the remaining copies neither have been placed on the record by the department nor any good reason for non-production of such documents could be assigned by filing the affidavit on behalf of the department. Under these circumstances, an adverse inference can be drawn that the non-applicant department has deliberately withheld the attendance registers and the payment vouchers in order to deprive the workman of his legitimate claim. Thus, during the preceding calendar year from 11-10-2001 to 10-10-2002, when four months commencing from 11th October, 2001 to January, 2002 are included and the number of days are computed in continuation from February, 2002 to August, 2002 with the assistance of attendance registers Ex. W-14 to W-20, the number of working days when worked out comes to 301 days in total. Accordingly, during this calendar year the workman has completed over 240 days of actual work. The submission advanced on behalf of the workman is supported by the decision reported in 2001 (1) WLC (Raj) 60. Per contra, the Id. representative for the non-applicants has placed his reliance on (1997) 4 SCC 391, which says that the daily wagers have no right to the regular post, which has no application to the facts of the present controversy having distinguishable features. The next ruling relied upon by the Id. representative is (2002) 3 SCC 25, which also does not resemble the present controversy and adds non assistance to the department's plea. Accordingly, this point is decided in favour of the workman and against the non-applicants.

Point No. II :

16. The Id. representative for the workman during the course of the arguments could not be able to name any

junior person who was retained by the department while terminating the service of the workman. In the claim statement the workman has disclosed no such name nor there is any mention in his affidavit. Therefore, this point is decided against the workman

Point No. III :

17. The workman in his claim statement has pleaded that subsequent to his termination one person named Sh. Sanjay Mathur has been employed by the non-applicants. MW-1, Arun Goel in his cross-examination has pleaded ignorance from this fact, which reflects that he has evaded the reply to this question and it leads to infer that Sanjay Mathur was engaged by the department subsequent to workman's termination without affording him an opportunity of employment. Therefore, the department has acted in contravention of the provision under Section 25-H of the Act and this point is decided against the non-applicants.

Point No. IV & V :

18. The facts relating to both these points are correlated, which are being discussed together hereunder.

19. The Id. representative for the non-applicants contends that AG Office is not an industry and in support of his submission the Id. representative has relied upon (1997) 4 SCC 391, wherein the Hon'ble Apex Court has held that the cooperative training institute is not an industry as defined under Section 2-J of the Act. Controverting this submission, the Id. representative for the workman submits that the canteen is situated in the premises of the AG Office and it is controlled by the authorities of the AG Office where other persons can also take their refreshment and, therefore, it is an industry. The Id. representative has invited my attention towards 1995 Lab IC MP 108; II LLJ 1992 Madras 199 and 1984 I LLJ Patna 214.

20. Thus, the bone of contention is that according to department's plea, the AG Office is not an industry, whereas the workman's case is that the canteen run by the AG Office is an industry. Apparently, the AG Office is not carrying on any production or supply or distribution of goods to satisfy the human wants and, therefore, it is not an industry. But the immediate question which crops up for determination is whether under these circumstances the canteen run by the AG Office can be considered to be an industry as defined under Section 2-J of the Act.

21. In 1995 Lab IC MP 108, the Hon'ble Court has observed that though Central Ordnance Depot is established for defence and security of nation, but it carries on industrial activities of Government with co-operation of employees and employer and, therefore, it is an industry being severable unit of defence department of Central Government. Similarly in another decision reported in II LLJ 1992 Madras 199, the Hon'ble Court has expressed the

view that when the mess in the university was attached to hostel run by itself and the warden of the hostel was employed by the university who has having overall control of mess, then the workers employed in mess are servants of university and the relationship between university and workers employed in mess is that of master and servant. Likewise, in 1984 ILLJ Patna 214, a question which arose before the Hon'ble Court was whether the claimants were the employees of Sone Command Area Development Agency and Bihar Hill Area Lift Irrigation Corporation and the observations made therein are quoted as below :—

“On the materials produced it is difficult to hold that the primary activity of the Department is analogous to trade or business. As such, the whole Department cannot be held to be an industry. However, I may hasten to add that even in such a Department if any unit is severable and satisfies the test mentioned above then the unit certainly should be held to be an industry. For example, a Lac Manufacturing Factory run by the Department of Forest can certainly be held to be an industry taking it as a separate units”

22. The principle propounded in these judicial verdicts is that the primary activity of the department may not be analogous to the trade, but if any unit which is severable and is covered by the parameters incorporated under Section 2-J of the Act, then it can be treated to be an industry. In the light of this principle enunciated by the Hon'ble Courts, I now proceed to examine as to whether the canteen is run by the AG Office and it can be treated to be a severable unit thereof.

23. MW-1, Arun Goel in his cross-examination has admitted that the canteen is running in the office premises for the last 20-25 years and the strength of the staff has been increased from time to time. Though he could not be able to point out the total number of the canteen workers, yet he has admitted that about 1200 employees are posted in the AG Office and has pleaded ignorance whether six posts of waiters are lying vacant. Further he has admitted that the persons other than AG Office employees can also take their refreshment in the canteen and in the last, he has admitted that the canteen is controlled and run by the authorities of the AG Office. It, therefore, flows from the above facts that the canteen is an independent unit of the AG Office, which is severable from it and is carrying on the services to satisfy the human wants and, above all, it is controlled and managed by the authorities of the AG Office. On these facts, it clearly falls within the forecorners of industry as defined under Section 2-J of the Act and in this manner the submission advanced on behalf of the workman finds support from the rulings referred to on his behalf. Therefore, it is held that though the AG Office is not industry, yet the canteen run by the AG Office is industry being a severable unit.

24. So far as the question of the claimant to be a workman is concerned, on the above facts it is evident that his services were hired on wages by the authorities as a halwai in the canteen which is an industry and as such he falls within the definition of the workman as defined under Section 2-S of the Act.

25. To conclude, both these points are decided against the non-applicants and in favour of the workman.

Point No. VI:

26. The non-applicants have pleaded that as per the notifications dated 11-12-79 and 1-10-79 issued by the Department of Personnel and Administrative Reforms, Government of India, the rules framed by the department are applicable even to the employees of the canteen and the jurisdiction lies with the Central Administrative Tribunal and CGIT is not a proper forum, which has been refuted on behalf of the workman.

27. The above-cited notifications could not be placed on the record by the department for perusal. But MW-1 Arun Goel in his cross-examination has clearly admitted that CAG, DPC Rules, 1971 are applicable to the regular employees and not to the daily wagers. Therefore, as per the admission made by the management witness, the departmental rules are not applicable to the present controversy and the department has failed to discharge the onus of this issue, which is accordingly decided against the non-applicants.

RELIEF

28. For the foregoing reasons, the claim of the workman deserves to be allowed. The workman in his affidavit has pleaded his unemployment which could not be rebutted on behalf of the non-applicants. Therefore, he is also entitled to back-wages on consideration of the aforesaid facts.

29. In the result, the reference is answered in the affirmative in favour of the workman and it is held that the termination order dated 11-10-2002 passed by the management of Indian Audit Department is illegal and unjustified and is quashed accordingly. The claim of the workman is allowed and it is further held that he is entitled to be reinstated in the service with its continuity and 50 per cent back-wages. An award is passed in these terms accordingly.

30. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 31 जनवरी, 2006

AWARD

का. आ. 781.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 45/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-01-2006 को प्राप्त हुआ था।

[सं. एल-12012/25/2004-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st January, 2006

S.O. 781.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award 45/2004 of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of State Bank of India and their workman, which was received by the Central Government on 30-01-2006.

[No. L-12012/25/2004-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL CUM LABOUR COURT, JAIPUR****Case No. CGIT-45/2004.****Reference No. 12012/25/2004-IR (B-I)**

The General Secretary,
Rajasthan State Bank Employees Welfare Forum,
Chaturvedi Building,
Indira Colony
Alwar (Raj.)

... Applicant-Union

Versus

The Dy. General Manager,
State Bank of India,
5, Nehru Place, Tonk Road,
Jaipur.

... Non-applicant

PRESENT

Presiding Officer : Sh. R.C. Sharma
For the applicant : Sh. C. D. Chaturvedi
For the non-applicant : Sh. Ghanshyam Sharma
Date of award : 13-12-2005

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Sections 1 & 2 (A) to Section 10 of the Industrial Disputes, Act, 1947 (hereinafter referred to as the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of State Bank of India, Alwar in terminating the services of Shri Purushottam Das, Clerk vide management's order dated 9-8-95 is legal and justified? If not, what relief the applicant is entitled to and from which date?"

2. The applicant-union has pleaded in its claim statement that Purushottam Das joined the services of State Bank of India at Kot Kashim branch (Distt. Alwar) as clerk/typist w.e.f. 20-4-81 who was subsequently confirmed to this post. In the month of March, 1984, he was transferred to Mahal Chowk branch, Alwar on his own request, but was transferred on 18-1-1992 to MLA Alwar branch. In the month of September, 1994, in order to victimize him on account of his trade union activities he was transferred on 12-9-1994 to Sadul Shahar branch with a direction to join his duties on 13-9-1994. The workman requested the branch manager to permit him to avail the joining period, which was declined by the higher authorities. The workman challenged his transfer order by filing a suit before the Court of Munsif Magistrate, Alwar and meanwhile he had fallen sick and could not join the duties at the newly transferred place. In the month of August, 1995, he received a registered letter whereby he was informed that on account of his unauthorised absence from duty he was treated as voluntarily retired w.e.f. 13-9-94. The union has alleged that workman's voluntary retirement is absolutely illegal and unjustified which is in contravention of the BPS and in view of para 522(1) of the Sastri Award the employment of a permanent employee may be terminated by giving three months' notice or on payment of three months' pay and allowances in lieu of the notice. The union has further stated that terminating the service of the workman amounts to retrenchment under Section 2(oo) of the Act and the compliance of Section 25-F and 25-G of the ID Act was necessary. It has urged to quash the voluntary retirement order and to reinstate the workman in service with all consequential benefits.

3. Resisting the claim, the non-applicant in his written-counter has averred that the workman was transferred to Sadul Shahar on administrative grounds, but he failed to report there till July, 1995 and was consequently served with any notices in terms of leave rules. Despite serving upon the notices on him, he did not report for duty and finally he was served with a notice and it was deemed that he had voluntarily retired from the bank services w.e.f. 13-9-1994. It has been further stated that para 551 of Sastri Award was not violated on their part, that the applicant knowingly and deliberately did not

join the duty at the newly transferred place, that he had not submitted any application for leave and had absented himself from work for a period of 90 or more consecutive days without any leave to his credit. He has further stated that the disputant had absented from duties from 13-9-1994 and was voluntarily seized to be in service.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the termination order dated 9-8-1995 passed against the workman is illegal and unjustified?

II. Whether the service of the workman was terminated in violation of Section 25-F of the Act?

III. Whether the service of the workman was terminated in contravention of Section 25-G of the Act?

IV. Relief, if any.

5. In the evidence, the applicant-union has examined the workman Purushotam Das as WW-1 and on behalf of the non-applicant, the counter-affidavit of MW-1 Ghanshyam Sharma, Deputy Manager was placed on the record. Both these witnesses were cross-examined by the respective opposite representative.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I :

7. The Ld. representative for the applicant-union contends that the workman was transferred from Alwar to Sadul Shahar vide order dated 12-9-94, where he did not join and his service was terminated w.e.f. 13-9-94, which is illegal. The Ld. representative has also challenged the validity of the notices and has contended that the notices were not issued after the expiry of 90 days. He has insisted that the workman could not be terminated w.e.f. 13-9-94 and his service could be terminated in accordance with para 522(1) of the Shastri Award. Arguing contra, the Ld. officer in-charge submits that on transfer at Sadul Shahar the workman did not report for duty and it was deemed that he had voluntarily retired from the bank's service on 13-9-94. As per his contention, the workman had not submitted any application for leave and absented himself from work for a period of 90 or more consecutive days whose service was dispensed with in view of the BPS dated 1-11-87.

8. I have bestowed my thoughtful consideration to the rival contentions.

9. Admittedly, the workman was transferred vide order dated 12-9-94 from Alwar to Sadul Shahar, Dist. Sriganganagar, whereby he was required to report for duty on 13-9-94, but he did not report for duty thereat. It has been contended on behalf of the workman that the

proceedings against the workman ought to have been drawn in accordance with para 522(1) of the Shastri Award, which says that in cases not involving disciplinary action for misconduct, the employment of a permanent employee may be terminated by three months' notice or on payment of three months pay and allowances in lieu of notice. But the BPS dated 1-11-87 contains the specific provision of unauthorized absence of an employee and its relevant portion is reproduced below :—

“(A) When an employee absents himself from work for a period of 90 or more consecutive days :

- (i) Without submitting any application for leave or for its extension or without any leave to his credit; or
- (ii) Beyond the period of leave sanctioned originally/subsequently ; or
- (iii) When there is a satisfactory evidence that he has taken up employment in India or when the management is reasonably satisfied that he has no intention of joining duties the management may at any time thereafter give a notice to the employee at his last known address calling upon him to report for duty within 30 days of the date of the notice starting inter alia, the surrounds for coming to the conclusion that the employee has no intention of joining duties, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the said notice.”

10. In the present controversy, the plea set forth on behalf of the bank is that the workman had absented himself from duty without without prior sanction of leave and, therefore, the notice were served upon him and on his failing to join the duty within the prescribed period his services were dispensed with as per the BPS dated 1-11-87 supra. Therefore, on facts, since the clause contained under BPS dated 1-11-87 is a specific provision governing the cases of unauthorized absence of employees from duty for a period of 90 or more consecutive days, the instant dispute falls within the ambit of this clause and the submission advanced on behalf of the workman that the bank ought to have been proceeded in accordance with para 522(1) of the Shastri Award cannot be maintained.

11. Now, I am called upon to determine whether the bank has complied with the provision contained under BPS dated 1-11-87.

12. The documents Ex. AW-1 to AW-6, presented by the workman before the Court have not been disputed on behalf of the bank.

13. Ex. AW-2, notice dated 16-11-94 was issued by the Chief Manager to the workman stating therein that he

is absenting from duties unauthorisedly since 20-9-94 and he is advised to report immediately within three days. Thereafter the another notice Ex. AW-3 dated 1-12-94 was issued to the workman asking him that he is continuously absent from duty since 20-9-94 and is advised to report for duty within 30 days since the date of the notice failing which he will be deemed to have voluntarily retired from the service on the expiry of this notice. Ex. AW-1 dated 9-8-95 is an order which says "now that you have failed to report for duty till date, it is deemed that you have voluntarily retired from service on 13-9-94...". It is the admitted position that the notices AW-2 and AW-3 were acknowledged by the workman and the order dispensing with his service Ex. AW-1 was also served upon him.

14. A bare perusal of the BPS dated 1-11-87 reveals that it can only be invoked when an employee absents himself from work for a period of 90 or more consecutive days. As such, the first requirement of this clause is that prior to the issuance of the notice the workman ought to have been on unauthorized absence for a minimum period of 90 days, whereas the notice dated 1-12-94 depicts that the workman was absenting himself from duty since 20-9-94. It, therefore, denotes that prior to the expiry of 90 days of his absence this notice was issued to the workman even on his absence of nearly 73 days. Therefore, the mandatory requirement of the BPS dated 1-11-87 has not been followed by the bank.

15. The another requirement as envisaged in the BPS is that if the employee does not report for duty within 30 days from the date of the notice, the conclusion can be drawn that the employee has no intention of joining the duty and he will be deemed to have voluntarily retired from the bank's service on the expiry of the said notice. Thus, it indicates a condition that if on receipt of the notice the workman does not join the duties within 30 days then on the expiry of the notice period he will be deemed to have voluntarily retired from the bank's service. It, thus, follows that the order of treating him to behave voluntarily separated from service would be effective after the expiry of notice period. But in the case at hand, the notice Ex. AW-3 was issued on 1-12-94 and the order Ex. AW-1 though was issued on 9-8-95 on the expiry of 30 days, yet it treated the workman to have voluntarily retired from service w.e.f. 13-9-94, which is retrospective in effect contrary to the provision contained under BPS dated 1-11-87 which in clear terms lays down that on the expiry of the said notice the employee will be deemed to have voluntarily retired from the bank's service, i.e. the order of voluntary retirement would be effective only after expiry of the notice period. As such, in no way the workman could be treated to have voluntarily retired from the service w.e.f. 13-9-94 and the order dated 9-8-95 is patently illegal and cannot be sustained. The bank has clearly acted in contravention of the provision incorporated under BPS dated 1-11-87 governing both the parties.

16. To conclude, the order dated 9-8-95 treating the employee to have been voluntarily retired from the service w.e.f. 13-9-94 is found to be illegal and unjustified and cannot be sustained. This point, therefore, is decided in favour of the applicant-union and against the non-applicant.

Point No. II & III

17. Both these points have not been pressed on behalf of the applicant-union. Since the instant controversy is governed by a specific provision contained under BPS dated 1-11-87, the application of the provisions enshrined under Section 25-F and 25-G of the Act cannot be invoked. Both these points are accordingly decided against the applicant-union.

Relief

18. For the foregoing reasons, the claim of the workman espoused by the applicant-union deserves to be allowed.

19. In the result, the reference is answered in the affirmative in favour of the applicant-union and it is held that the order terminating the services of the workman Sh. Purushotam Das vide order dated 9-8-1995 is illegal and unjustified, which is quashed accordingly. The claim of the workman espoused by the applicant-union is allowed. It is further held that the workman is entitled to be reinstated in the service with its continuity and 50 per cent back-wages from the date of raising the dispute. An award is passed in these terms accordingly.

20. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 31 जनवरी, 2006

का. आ. 782.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ़ बीकानेर एण्ड जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या 124/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-01-2006 को प्राप्त हुआ था।

[सं. एल-12012/60/2005-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st January, 2006

S.O. 782.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award 124/2005 of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial

Dispute between the employers in relation to the management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 30-1-2006.

[No. L-12012/60/2005-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-124/2005

Reference No. L-12012/60/2005-IR (B-I)

The General Secretary,
All India SBBJ Employees
Coordination Committee,
C/o SBBJ, Head Office,
Tilak Marg,
Jaipur-05.

.... Applicant

Versus

The Dy. General Manager,
Zonal Office,
State Bank of Bikaner & Jaipur,
Sarojini Marg,
C-Scheme, Jaipur.

... Non-applicant

PRESENT:

Presiding Officer : Sh. R.C. Sharma.
For the applicant : None
For the non-applicant : Officer-in-charge
Date of award : 10-1-2006

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2 (A) to Section 10 of the Industrial Disputes Act, 1947 (for short the 'Act') has referred this industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of State Bank of Bikaner & Jaipur, Jaipur in imposing the penalty of stoppage of two increments with cumulative effect and stoppage of payment of cash allowances in future to Shri Ashok Kumar Jangid, Clerk-cum-cashier is legal and justified? If not, what relief the he is entitled to?"

2. Pursuant to the reference the registered notices along with acknowledge receipt were issued to both the parties on 28-11-2005. The Non-applicant put his appearance through the Officer-in-charge but till 9-1-2006 none appeared on behalf of the applicant Committee. The acknowledgement receipt has also not been returned. In view of Order-V Rule 9(5) of CPC the acknowledgement receipt has not been received within 30 days from the issuance of the registered notice and the notices were properly addressed. Therefore, it would be presumed to be the sufficient service of the notice on the applicant committee in view of the aforesaid provision.

3. It was the duty of the applicant coordination committee to appear and plead the claim of the workman, but none has appeared on behalf of the applicant committee and no evidence could be brought on the record. Therefore, the claim of the workman as espoused by the applicant committee is liable to be rejected.

4. Resultantly, the reference is answered in the negative and it is held that the action of the non-applicant bank in imposing the penalty of stoppage of two increments with cumulative effect and stoppage of payment of cash allowances in future to the workman Ashok Kumar Jangid is legal and justified. An award is passed in these terms accordingly.

5. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 31 जनवरी, 2006

का. आ. 783.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बंसकन्ता मेहसाना ग्रामीण बैंक के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट [संदर्भ संख्या (सीजीआईटीए)-6/04, ओल्ड (आईटीसी) 5/91] को प्रकाशित करती है, जो केन्द्रीय सरकार की 30-1-2006 को प्राप्त हुआ था।

[सं. एल-12012/178/1991-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 31st January, 2006

S.O. 783.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [(CGITA) No. 6/04-old (ITC) No. 5/91] of the Central Government Industrial Tribunal/Labour Court Ahmedabad now as

shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Banaskantha Mehsana Gramin Bank and their workman, which was received by the Central Government on 30-01-2006.

[No. L-12012/178/1991-IR(B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT, AHMEDABAD

PRESENT: Shri B.I. Kazi (B.SC., L.L.M.
Presiding Officer

**INDUSTRIAL DISPUTE (REFERENCE C.G.I.T.A.)
NO. 6/04**

OLD (I.T.C.) NO. 5/1991

The General Manager,
Banaskantha-Mehsana Gramin Bank,
Raj Mehal Road Post Box No. 6,
Patan-384 265

First Party

Versus

The President,
Banaskantha-Mehsana Gramin Bank, Assoc.
Village Vithoda Taluka Kheralu,
District-Mehsana

Second Party

APPEARANCE

First Party : Shri D.S. Vasavada

Second Party : Shri V.K. Patel

Reference No. (C.G.I.T.A.) 6/04

AWARD

1. The Government has referred the Industrial Disputes between the above parties by order No. L-12012/178/1991-IR. B. II, dated 6-8-1991 to this Tribunal for adjudication. The terms of reference is as under :—

SCHEDULE

“Whether the action of the Chairman Banaskantha-Mehsana Gramin Bank, in termination the service of the workman Shri P.P. Jani, daily wager messenger w.e.f. 8-5-88 and justified? If not, what relief the concerned workman is entitled to?”

2. A notice has been issued to the second party to file a statement of claim. The second party has submitted as statement of claim. By Ex. 8. The brief facts are that the workman Shri P.P. Jain joined the services to the first party bank from 18-7-1986, and worked till 2-2-1988 continuously. He has completed 240 days during that period. The first party terminated the services of the workman on the ground that he is not eligible and does not possess requisite qualification. At the time of appointment the bank had not framed any rules. It is also said by the first party that the workman was below the age and his name was not send by the employment exchange. The action of the bank in terminating the services Shri P.P. Jani from 31-5-1988 is illegal and against rules. Bank retained Mr. V.T. Desai, the messenger-cum-peon though he has studied up to the second standard, and does not possess the requisite educational qualification. Thus the act of the bank is discriminatory and arbitrary. One Shri Dasrath R. Thakore who also joined as a minor in 1984, is also retained in the services. There can not be different yardstick for a similarly situated employees. The service rules can not have the retrospective application. Thus the action of the bank in terminating the services of Shri P.P. Jani is illegal, violative of principle of natural justice and arbitrary. When Shri P.P. Jani, he was not informed about the eligibility and rules. The termination is retrenchment and first party has not followed section 25 F before the termination. Thus it is prayed that the action of the first party bank in terminating the services of Shri P.P. Jani is illegal arbitrary and discriminatory and action of the first party in giving retrospective application to the service rules is also arbitrary and illegal and termination of the workman is in contravention of Section 25 F of the I.D. Act. It is requested to reinstate the workman on his original post with the full back wages.

3. A notice was issued to the first party to file a written statement. By Ex. 11. The first Party has submitted W.S. The brief facts are that Shri P.P. Jani was not appointed by the bank. Hence the question of termination is not there. It is incorrect to say that he has continuously worked. He was engaged at branch level purely day to day basis. He had to work only for 1½ hours for cleaning the premises and filling of the water pot. There were a circular from the Govt. of India dated 8-10-1984. In that circular, those who were engaged by the bank as a daily wager prior to 8-10-1984 were to be automatically regularized in the services of the bank without any pre-condition and accordingly the services of Shri V.T. Desai were regularized in the bank. Thus the action of the bank is not mala fide/discriminatory/arbitrary. Therefore the differential treatment in the appointment of Shri V.T. Desai does not arise. The case of Shri D.R. Thokar is

also identical to Shri V.T. Desai. The bank acted in terms of the guidelines dated 8-10-84. Hence the action is not illegal/arbitrary. Shri P.P. Jani was engaged in 1986 as a daily wager and it was made very clear to him, that his services in the bank can not be regularized under any circumstances. Thus Shri P.P. Jani has no locus-standi, and the reference shall be dismissed with cost.

4. The second party was examined by Ex. 13 and he closed the evidence by Ex. 14. The first party examined Chelabhai N. Patel by Ex. 18 and Shri Dashrathbhai Narothambhai by Ex. 37. The evidence recorded by Ex. 37 was cancelled by the order of the Tribunal as the witness was not present for cross-examination, though proper opportunity was given. By Ex. 38, the first party closed the oral evidence.

5. Though sufficient opportunity was given to the parties and their representative they did not remain present for the arguments. Thus looking to the material on record the Tribunal has decided the reference.

6. Looking to the terms of reference and looking to the material on record, the following issues are to be decided in this reference for my consideration :

- (a) Whether the action of the Chairman Bauaskantha-Mehsana Gramin Bank, in terminating the service Shri P.P. Jani daily wager messenger w.e.f. 8-5-1988 is legal and justified?
- (b) Whether the concerned workman is entitle for the reinstatement with back wages ?
- (c) What final order?

My answer to the above issues are as under as per reasons given below :

- (a) Yes.
- (b) No.
- (c) As per the final order of the award.

REASONS

7. If we perused the evidence of the workman which was given on 30-4-1992, at that time he was aged 19 years. As per his say, he has worked at Nenava branch of the bank from 1-7-1987 to 31-05-1988. He was terminated by oral order. No compensation was paid and no notice was given. However, it is proved that during the course of employment he was minor i.e. at the time of entry his age was 13 years. At that time of exit his age was 15 years. Thus it is clear that the concerned workman was minor and he was given employment by the bank manager Shri C.N. Patel. It is in clear violation of Child Labour Act. As per his say his job was, cleaning the bank premises and to fill the

water pot. If we perused the evidence of the first party Ex. 18 of Shri C.N. Patel, who was a bank manager in 1986, as per his evidence Shri P.P. Jani was employed by him, by oral order. His job was for 1½ hours, and as a daily wager Rs. 6/- was given to him in 1988. The concerned workman was studying Dhanera High School in standard 8. Thus it is clear that he was employed for sweeping work and to fill the water in the pot. The job was for 1½ hours, and at that time of employment he was a minor.

8. Looking to the above facts though, there is a breach of law by the first party. The concerned workman being a minor and doing a work of causal nature, it is necessary to treat the termination as retrenchment because the entry in the employment by the concerned workman was in itself and illegal act.

9. The Govt. of India vide their circular letter No. (F) 7 (4)/84-RRB, dated 8-10-1984 given a direction to the bank regarding the daily wager. As per that circular the daily wager engaged prior to 8-10-1984 were to be automatically regularized in the services of the bank without any pre-condition. The same circular was applicable to Shri V.T. Desai. Thus the second party has failed to prove that due to discrimination, he was terminated. However, the second party has worked in a bank as a part time employee and at the time of termination, no notice or notice pay was given to the concerned workman or no compensation was given. Thus it was obligatory on the first party to follow the section 25 F of the I.D. Act. However, it is clear that the first party has not followed section 25 F, Before the termination of Shri P.P. Jani. The first party shall pay Rs. 5000 as a lump-sum amount as compensation in lieu of reinstatement and back wages to Shri P.P. Jani for the violation of section 25 F.

10. As the concerned workman was minor at the time of employment and at the time of termination, it is not necessary to reinstate the concerned workman as a part time employee in the bank. Not only that the work was of causal nature and for short duration the first party shall pay Rs. 5000/- as a lump-sum amount for the reinstatement and back wages as compensations. Thus it is not necessary to give back wages to the concerned workman or to reinstate the concerned workman on his original post i.e. a sweeper-cum-water filler. But first party shall pay Rs. 5000- lump-sum amount within 60 days of the receipt of the award to the concerned workman.

Looking to the above observations I hereby pass the following order :

ORDER

The reference is partly allowed. The termination of the concerned workman Shri P.P. Jani is legal and

just. However, the first party is hereby directed to pay Rs. 5000/- in lieu of reinstatement to the concerned workman as a compensation within 60 days of the receipt of this award. The first party is also hereby further directed to pay Rs. 500/- as a cost of this reference to the concerned workman.

Dated: 12-12-2005 B.I. KAZI, Presiding Officer
Ahmedabad.

नई दिल्ली, 31 जनवरी, 2006

का. आ. 784.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक के विभाग प्रबंधक के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 99/04, को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-01-2006 को प्राप्त हुआ था।

[सं. एल-40012/27/1994-आईआर(डी.यू.)]
कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 31st January, 2006

S.O. 784.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award Ref. No. 99/2004) of the Central Government Industrial Tribunal/Labour Court Ahmedabad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Deptt. of Post and their workman, which was received by the Central Government on 30-01-2006.

[No. L-40012/27/1994-IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT OF INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT AHMEDABAD

PRESENT

Shri B.I. Kazi (B.SC., L.L.M.)
Presiding Officer

Industrial dispute (reference C.G.I.T.A.)
No. 99/04

OLD (I.T.C.) NO. 71/1998

1. The Director of Postal Services (HQ)
Office of the Post Master General,
Gujarat Circle,
Ahmedabad-380 007.

2. The Supdt. of Post Office,
Gandhinagar Division,
Gandhinagar, (Gujarat)

..... First Party

Versus

1. The General Secretary,
Association of Railway &
Post Employees,
4, Allap Flats Opp.
Anjalee Cinema Vasna Road,
Ahmedabad-380 007

2. Shri Baldebhai Ramabhai Parmar,
Post : Sindherej,
Tal, Dholka, Dist
Ahmedabad-3878 00

..... Second Party

APPEARANCE

First Party : Shri J.S. Gujarati

Second Party : Shri R.C. Pathak

AWARD

1. The Government has referred the Industrial Disputes between the above parties by order No. L-40012/27/1994-IR. (DU), dated 20-08-1998 to this Tribunal for adjudication. The terms of reference is as under :—

SCHEDULE

“Whether the action of the management of Superintendent of Post Offices, Gandhinagar Division, Gandhinagar in terminating the services of Shri Baldebhai R. Parmar, At & Post : Sindherej, Ta. Dholka, Dist. Ahmedabad is legal & justified? If not, to what relief the workman is entitled to?”

2. A notice was issued to the second party to file a statement of claim. The second party has filed the statement of claim. By Ex. 9. The brief facts are that the second party was engaged as a postman on 05-07-1973. He was a regular post man w.e.f. 12-07-1978 at Viramgam, and working continuously till 05-07-1980. Without following due process of law, the second party workman was suspended w.e.f. 05-07-1980. The charge sheet was in respect of the mis-appropriation of money. The charges was not proved. A criminal complaint was also lodged for the same incident on 01-10-1980. The amount was recovered by the management. The complaint was finally decided on 06-01-1981. The workman was provided the

benefit of protection under the probation of offenders Act. And he was allowed to resume his duty and the suspension order dated 17-1-1981 was revoked by the first party. After the reinstatement of the second party, a departmental inquiry was initiated and show cause notice was issued on 30-5-1981. Reply was given by letter dated 20-6-1981. Without considering the reply, the first party dismissed the second party workman *vide* order dated 14-7-1981 which is illegal. The management has no right to dismiss the concerned workman from services because the workman was provided the benefits under the probation of offenders Act. Thus the action is arbitrary, illegal, inoperative and void *ab-initio*. An appeal was preferred against that order and the appellate authority, delivered the judgment on 2-2-1982 which was communicated on 14-4-1989. After, the order of the appellate authority the workman has made many representations during the period from 2-2-1982 to 14-4-89. The workman is poor and facing starvation situation because of unemployment. The first party is responsible for the delay in filing the present dispute. Therefore, the second party is entitled for the relief. Sections 25-F, G, H was not followed and principle of natural justice was not followed. Thus the action of the first party is *ex-facie*, illegal and inoperative. Juniors are retained. Thus it is prayed that to quash and set aside the dismissal order dated 14-7-1981 and to direct the first party to reinstate the second party workman on his original post with full back wages and continuity of service and to award the cost.

3. A notice was issued to the first party to file a written statement, by Ex. 12. The first party has submitted a written statement. The brief facts are that unless specifically admitted the contention of S.C. are not true and are denied. The application is not legally maintainable, and is barred by law of limitation. The concerned workman Shri B.R. Parmar while working as leave reserve postman, mis-appropriated the Government money to the tune of Rs. 2221.50 by forging the signature of the payees in respect of 10 money orders which are given to him at Viramgam and Rampura post offices on various occasions, during the year 1980. He was placed under suspension in the month of July 1980, and police complaint was lodged against him at Viramgam police station under FIR 116/80 on 23-8-1980. The mis-appropriated money credited by him in two spells at Viramgam post offices on 2-7-1980 and 12-7-1980. The criminal case No. 1351/80 was filed in the court of J.M.F.C. at Viramgam. After completion of police investigation and as per the judgment delivered by the Court on 6-1-1981, Shri Parmar was released on bail of Rs. 2000 considering the report from probation officer. Shri B.R. Parmar has also confessed all the charges leveled against him in the court of law. In view of this departmental actions was taken as per the procedure laid down in CCS (CCA) rules 1965 and he

was dismissed from services *vide* memo No. B2/11/4/80-81 dated 14-7-1981. The appeal was Preferred by him and it was rejected *vide* order No. Staff A-3/BRP/01 dated 2-2-1982. The applicant approached the C.A.T. in the year August 1996 by O.A. No. 298/96. And by order of the C.A.T., Ministry of Labour referred the dispute. The postal deptt. is a public utility deptt. and acting as custodian of public money. The mis-appropriated amount was recovered from him. Prosecution as well as deptt. inquiry was as per rules. An employee mis-appropriated Government money. Thereafter, he voluntarily credited the said amount back to the Government only on that ground he can not be exempted from criminal action as well as departmental action. The offence of the applicant was under Sections 477, 471, 468 of the I.P.C. and under Section 55 I.P.O. act was proved. The criminal charges was proved in the Court of law. The deptt. followed the course of action prescribed in the Central Civil Services (Clarification, Control & Approved) Rules 1965 applicable to him. The version of the applicant that he received appellate order in the year 1989 is not true. As per rules & procedure, acknowledgement of the appellate order is to be obtained from by him. He has confirmed receipt of the appellate order in 1982 in line 4 of para 5. The reasons for delay are not true and are denied. In 1981 I.D. Act was not applicable to the post department. Thus there is no violation of any I.D. Act provision as alleged. Thus it is prayed that the reference shall be dismissed with cost.

4. The first party has submitted a D.E. list by Ex. 13 i.e., marks 13.1 to 13.10. 13.1 to 13.4 are Exhibited. 22 to 25 and 13.6 to 13.10 are exhibited 26 to 30 accordingly. The workman was examined by Ex. 15. He closed the oral evidence by Ex. 16. The first party examined Shri Narotambhai Devidas by Ex. 18 and Ahmedbhai Ibrahimhai by Ex. 31. The first party closed the oral evidence by Ex. 35. The written argument has submitted by the second party. While first party submitted the oral argument. I have considered the argument submitted by the parties.

5. Looking to the terms of reference and looking to the materials on record the following issues are to be decided for my considerations :

- (a) Whether the action of the management of Superintendent of Post Offices, Gandhinagar Division, Gandhinagar in terminating the services of Shri Baldevbhai R. Parmar is legal and just?
- (b) Whether the second party is entitled for the reinstatement on his original post with continuity of services and with back wages?
- (c) What final order?

My answer to the above issues are as under as per reasons given below :

- (a) Yes.
- (b) No.
- (c) As per the final order of the award.

REASONS

6. If we perused the documents produced by the second party workman which are exhibited as Exs. 22 to 25 and Exs. 26 to 30. Ex. 29 is the judgment of the criminal case No. 1351/80. If we perused the documents it is clear that the criminal charges leveled against the workman under Sections 477, 471, 468 of I.P.C. and Section 55 of Indian Post Act, was proved. However, the concerned workman was released under Section 4(1) of the probation of offender act on a bail of Rs. 2000 for one year. Thus the charges in the criminal case was proved beyond a reasonable doubt against the concerned workman and provisions of probation of offender act, does not foregive the mis-conduct committed by the concerned workman.

7. It is true that he has mis-appropriate Rs. 2221.50 by forging the signature of the payees in respect of 10 money orders which were given to him for payment at Viramgam and Rampura post offices during the year 1980. Thus his post is of a trust and he is a trustee of public money. But he has a mis-appropriated that money. Not only that he confessed the guilt and repaid the amount in two spells at Viramgam post office on 2-7-1980 and 12-7-1980. The postal department being public utility department and acting a custodian of public money and the concerned workman being in position of trust the mis-appropriation can not be taken lightly. Thus action of the first party in terminating the services of the second party, after the pronouncement of judgment in criminal case against him is just and legal. When the guilt has been proved before the proper legal authority i.e., Judicial Magistrate First Class. It is not necessary to repeat the same charges and to prove it in the departmental inquiry. However, the first party has followed the procedure by giving a show cause notice and suspended the second party. Not only that proper opportunity was given as per rules. An opportunity of an appeal was given to the first party and the appellate authority, after considering the representation rejected the appeal of the concerned workman. Thus the action of the first party is not illegal, improper or unjust and it according to the rules applicable to the workman.

8. The first party acted according departmental rules and after following the disciplinary proceeding the concerned workman was dismissed from the services. Thus the second party can not take shelter under section 4(1) of the probation of offender act, and say that he is innocent.

CCS (CCA) rules 1965 is applicable to the concerned workman and the action of the first party is according that rules. Thus the action of the first party is legal and just and it is not a arbitrary or illegal action. If we perused the evidence of the first party i.e. Ex. 18 and 31, the first party clearly proved before the Tribunal mis-conduct of the concerned workman. Thus section 25 F of I.D. Act, is not applicable in this case because dismissal was for the mis-conduct. Thus section 25 G, is also not applicable because it is a retrenchment. It is also not mandatory on the part of the management to consider the recommendation of a probation officer. As he has repaid the amount it is nothing but admission of guilt by the second party. Thus when there is admission of guilt, it is not necessary to conduct the detailed departmental inquiry. Not only that when the guilt is proved by the competent court it is not necessary for the employer to hold a departmental inquiry. Thus, 1985 S.C. cases (L & S) Page No. 672 is not applicable in the present case. In this case the first party has followed the departmental rules and accordingly he was dismissed.

9. In inspecting Asstt. Commissioner Bombay & Others V/s. Sharat Narayan Parab 1998 F.L.R. vol. 78 Page 79. The Hon'ble Supreme Court held that punishment of dismissal imposed after departmental inquiry conducted affording proper opportunity to defend and on ground that he was convicted—Punishment not unreasonable. In the present case he was convicted by the court and the charges were proved by the competent court. Thus the punishment of dismissal is not harsh. G.R. Reddy & Another V/s. Presiding Officer C.L.R. 1988 (1) Page No. 1032 The Hon'ble A.P. High Court held that in cases of mis-appropriation of public funds—Whether the sums misappropriated are small or large—Should be deterrent. Not only that Ajit Singh V/s. Presiding Officer, Labour Court, Union Territory Chandigarh 1998, II C.L.R. Page No: 339. The Hon'ble Panjab and Haryana High Court held that for mis-appropriation of public funds. Employees found guilty of fraud, embezzlement or mis-appropriation of funds belonging to public institutions can not claim any equitable relief from the courts—Such employees have no right to serve the public. They must be dealt with sternly and appropriate punishment must be awarded to them. Thus the action of the first party in inflicting punishment of dismissal in the present case is not an unjust or an illegal.

10. Thus looking to the above observations I hereby pass the following order :

ORDER

The reference of the concerned workman is hereby rejected. The action of the management of Superintendent of Post Offices, Gandhinagar Division, Gandhinagar in terminating the services of Shri Baldevbhai R. Parmar is legal & just. The workman is not entitled to any relief. No order as to cost.

B.I. KAZI, Presiding Officer

नई दिल्ली, 1 फरवरी, 2006

का. आ. 785.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 7/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2006 को प्राप्त हुआ था।

[सं. एल-22012/58/1998-आई आर (सी एम-II)]
पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 1st February, 2006

S.O. 785.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/1999) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol, as shown in the Annexure in the Industrial Dispute between the management of The Agent, Madhavpur Colliery and their workmen, received by the Central Government on 1-2-2006.

[No. L-22012/58/1998-IR(CM-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL PRESENT

Shri Md. Sarfaraz Khan, Presiding Officer.

Reference No. 07 Of 1999

PARTIES

The Agent, Madhavpur Colliery,
E. C. L., P. O. Kajoragram,
Distt. Burdwan. ... Management

Versus

Shri Lachhmi Chand,
Ex-Attendance Clerk,
Represented by the Org. Secretary,
National Coal Workers Congress,
Rambandh Tala,
Asansol ... Workman

REPRESENTATIVES

For the Management : Sri P. K. Das, Advocate
For the workman : None.
(Union)
Industry : Coal
State : West Bengal
Dated: 29-11-2005

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the

Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/58/98-IR (CM-II) dated 24/29-12-1998 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management in terminating the services of Sh. Lachhmi Chand, Ex-Attendance Clerk on the recommendation of the Apex Medical Board is justified? If not, to what relief the workman is entitled?”

Having received the Order No. L-22012/58/98-IR (CM-II) dated 24/29-12-1998 of the aforesaid reference from the Ministry of Labour, Government of India for adjudication a reference case No. 7 of 1999 was registered on 11-1-1999 and an order was passed to issue notices to the respective parties through the registered post with a direction to appear in the Court on 15-2-1999 and file their written statements alongwith the documents in support of their case. In pursuance to the said order, notices were issued to the parties concerned through the registered post which was duly served upon the parties and accordingly both the parties appeared and filed their written statements in support of their case.

On persual of the record it transpires that the union representing the workman left taking step since 25-5-99. It is further clear from the record that several adjournments were given to the union to appear and take suitable step on its behalf. A fresh notices were issued several times but the union did not take care and no-body turned up to pursue the case. It appear that the union has got no interest in this case and does not want to proceed with the case.

In such circumstance it is not advisable to keep the record pending any more as no useful purpose is to be served. As such in the aforesaid prevailing facts and circumstance of the case it is hereby.

ORDER

That let a “No Dispute Award” be and the same is passed. The reference is accordingly disposed off. Send the copies of the award to the Ministry of Labour, Government of India for information and needful.

D. M. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 1 फरवरी, 2006

का. आ. 786.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, आसनसोल के पंचाट (संदर्भ संख्या 27/1998) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2006 को प्राप्त हुआ था।

[सं. एल-22012/167/1997-आई आर (सी-II)]
पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 1st February, 2006

S.O. 786.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 27 of 1998) of the Central Government Industrial Tribunal-cum-Labour Court, Asansol, as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Nabakajora Colliery of M/s. ECL and their workman, which was received by the Central Government on 1-2-2006.

[No. L-22012/167/1997-IR(C-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ASANSOL

PRESENT

Shri Md. Sarfaraz Khan, Presiding Officer.

Reference No. 27 Of 1998

PARTIES

The Agent, Nabakajora Colliery,
of E. C. Ltd.

Vers.

General Secretary, United Koila Mazdoor Congress,
(UTUC), Nabakajora Colliery, Burdwan.

REPRESENTATIVES

For the Management : Sri P. Banerjee, Advocate

For the Union (workman) : Sri D. Mukherjee,
Advocate

Industry : Coal

State : West Bengal

Dated : 4-1-2006

AWARD

In exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), Government of India through the Ministry of Labour vide its letter No. L-22012/167/97-IR (C-II) dated 16-7-98 has been pleased to refer the following dispute for adjudication by this Tribunal.

SCHEDULE

“Whether the action of the management of Eastern Coalfields Ltd., Nabakajora Colliery in not granting permission for resuming duty to Sh. Kirandeo Bhuj is legal and justified? If not, to what relief is the workman concerned entitled?”

On having received the order of the aforesaid reference No. L-22012/167/97-IR (C-II) dated 16-7-98 from the Government of India, Ministry of Labour, New Delhi

for adjudication, a reference case No. 27 of 1998 was registered and an order to issue registered notice by the post to the respective parties was passed which was accordingly issued with a direction to appear and file their written statements along with the documents in support of their respective claims by 21-9-98 at 11.00 A.M.

On perusal of the record it transpires that in pursuant to the said notices issued the representatives of both the parties appeared in the court but inspite of repeated adjournments none of the parties filed their written statements in support of their claims.

It is further clear from the record that the learned lawyer for the union, Sri D. Mukherjee, Advocate left taking any step on behalf of the Union since 7-9-05. The non-appearance of the union and non taking of any step by the representative of the union goes to show that the union has got no interest in this case. When the union left taking any step even after several repeated adjournments there was no alternative before the court except to pass a final order.

In the prevailing facts and circumstance of the case it is not proper and advisable to keep the record pending any more as no useful purpose is to be served. Accordingly it is hereby.

ORDERED

That let a “No Dispute Award” be and the same is passed. Send the copies of the award to the Ministry of Labour for information and needful. The reference is accordingly disposed of.

Md. SARFARAZ KHAN, Presiding Officer

नई दिल्ली, 1 फरवरी, 2006

का. आ. 787.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार रीजनल इन्स्टीट्यूट ऑफ एजुकेशन के प्रबंधन के संबंध में निर्यक्तों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, भुवनेश्वर के पंचाट (संदर्भ संख्या 431/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2006 को प्राप्त हुआ था।

[सं. एल-42012/24/2000-आई आर (सी एम-II)]
पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 1st February, 2006

S.O. 787.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 431/2001) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure in the Industrial Dispute between the management of Regional Institute of Education, and their workmen, received by the Central Government on 1-2-2006.

[No. L-42012/24/2000-IR(CM-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE
BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BHUBANESWAR

PRESENT

Shri N.K.R. Mohapatra,
 Presiding officer, C.G.I.T-cum-Labour Court,
 Bhubaneswar.

INDUSTRIAL DISPUTE CASE NO. 431/2001

Date of Passing Award, 6th January, 2006

BETWEEN

The Management of the ... 1st Party-Management
 Principal,
 Regional Institute of Education,
 Sachivalaya Marg,
 Bhubaneswar-22,
 Orissa.

AND

Their Workman Shri Rabindra ... 2nd Party-Workman
 Naik,
 S/o Musa Naik, At. OSEB Medical,
 GRIDCO, Bhoi Nagar,
 Bhubaneswar-08,
 Orissa.

APPEARANCES

Shri S.K. Sarangi, ... For the 1st Party-
 Admn. Officer. Management
 Shri Rabindra Naik ... For Himself-the
 2nd Party—Workman

AWARD

The Government of India in the Ministry of Labour in exercise of Powers conferred by Clause (d) of sub-section (I) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) have referred the following dispute for adjudication *vide* their Order No. L-42012/24/2000 (IR[CM-II]) dated 23-11-2001.

“Whether the action of the Management of Regional Institution of Education, Bhubaneswar in terminating the services of Sh. Rabindra Naik, Workman with effect from 1-1-1995 has violated the Section 25(F) of the I.D. Act, 1947? If so, to what relief Shri Rabindra Naik is entitled to?”

2. The claim of the workman in nutshell, as detailed in his claim statement, is that he was engaged as a casual worker for cleaning and sweeping of the floor from time to time for a continuous period of 240 days in every completed year from 3-3-1989 but he was refused employment without notice/notice pay and retrenchment benefits with effect from 1-1-1995 with a view to avoid giving of temporary status to him as per the scheme prescribed by the Central Government.

3. While counter-acting the above stand of the workman the Management in its written statement has come up with a stand that the main activities of the Management being to impart instruction in the field of education and its motto not being to earn any profit the provisions of the Industrial Disputes Act is neither applicable to its establishment nor the same falls within the definition of term “Industry” as defined under the said Act. In other words it contents that the case is not maintainable in its present form the establishment of the Management not being an industry. As regards the engagement of the workman is concerned it is averred by the Management that the workman was simply given temporary need-based-engagement against some casual leave vacancies of the regular employees and so much so such engagement was never continuous for more than 240 days in any year. According to it the workman was engaged in the above manner as a Safaiwala intermittently up till 30-6-1989 and the various documents produced by him in support of his engagement beyond the date are all manufactured documents created for the purpose of this case and for the purpose of conciliation proceeding that was started about five years after the alleged termination.

4. On the basis of above pleadings of the parties the following issues were framed.

ISSUES

1. Whether the 2nd Party comes under the definition of Workman under the Industrial Disputes Act?
2. Whether the 1st Party—Management is an Industry?
3. Whether the action of the Management in terminating the services of Shri Rabindra Naik, workman with effect from 1-1-1995 has violated the Section 25(F) of the Industrial Disputes Act?
4. To what relief the 2nd party—workman is entitled?

ISSUE NO. 1 & 2

5. These two issues are taken up together as they are inter-linked. Under these issues it was contended by the Management that the establishment of the management being an unit of the National Council of Educational Research & Training, New Delhi set up under the Ministry of Human Resources Development of Government of India to impart necessary instruction to the Government in the field of Education and the establishment not being a profit making body the same is not an Industry as defined under the Industrial Disputes Act and as such the case is not maintainable.

6. While dealing with the term “Industry” the Apex Court in their landmark judgement in Bangalore Water Supply case reported in AIR 1978 SC 969 have propounded several standards to know the true character of an establishment. At para-131 of the judgement it has been

held that (a) absence of profit motive or gainful objectives is irrelevant, be the venture in the public, joint, private or other sectors (b) the true focus in functional and decisive test is the nature of the activity with special emphasis on these employee relations (c) If the organization is a trade or business, it does not cease to be one because of philanthropy animating the undertaking. On the basis of above observation it has further been held that even professions, clubs, educational institutions co-operatives, research institutes, charitable projects and other kindred adventure would fall in the definition of Industry if they fulfill the aforesaid triple tests. To sum up it has been held that where a complex of activities, some of which qualifies for exemptions, others not involves employees on the total undertaking, some of whom are not workman as in the case of "University of Delhi or some departments are not productive of goods and services if isolated, even then, the predominant nature of the service and the integrated nature of the department as explained in the case of corporation of Nagpur will be the true test. The whole undertaking will be industry although those who are not workman by definition may not benefit by the status."

7. In the instant case the workman has produced several appointment letters and some official notings and orders passed thereon by the Management authority from time to time. The genuineness of these documents have no doubt been questioned by the Management in its counter. But I do not find any force in it. These documents are no doubt in xerox form. But from their get up one can say beyond doubt that the same have been taken from the official records of the Management and therefore there appears nothing to suspect its genuineness. A scrutiny of these documents marked as Ext. 1 to 43 indicates that the predominant activities of the Management is not to make research and impart instructions in the field of education as claimed by it in its counter. Rather these documents show that different educational institutions and hostels were functioning under the direct control of the Management and for day to day cleaning and watching of these institutions several persons were engaged on daily rated basis. The documents further indicate that the engagement of these workers was almost a regular phenomenon in these institutions. On casual vacancies of the regular staff these daily rated workers were also being engaged for months together and after getting reports from the concerned department as to their engagement the Management as an Apex body used to sanction their wages. The documents further indicate that fixed sets of workers were being engaged on above duties from month to month with a superficial break. In his evidence the Management witness has candidly admitted that the Management had taken a drive in the year 1994 to give temporary status to daily rated workers pursuant to a circular issued by the Central Government in this regard. These facts thus clearly indicate that during the relevant year 1994-95 there was perennial need for engagement of

daily rated workmen to do minimal nature of work. It also indicates that the pre-dominants, activities of the management was not to make research and instruct in the field of education but its main aim was to run the Educational Institutions by providing hostel accommodations to the outsider students. In these premises there is no other go but to hold in the light of the norms prescribed by the Apex Court in the above quoted ruling that the establishment of the Management squarely comes under the definition of Industry in so far as the disputant workman is concerned.

8. In his counter filed by the Principal of the Institution (Management) it has categorically been admitted that the disputant was engaged on daily wage basis to perform the work of cleaning and sweeping against leave vacancies of regular staff as also on days of exigencies up till 6-7-1989 intermittently. According to the said pleadings the disputant was never engaged beyond 6-7-1989 as he was not available. But during cross examination the Management witness admits that the disputant was engaged up till December 1994 from 1987. He further says that since 2002 the work perform by the disputant and other casual workers have been entrusted to a contractor on yearly basis. This proves not only that the disputant was engaged against perennial nature of work but also it establishes that the disputant was a workman within the definition of the term.

ISSUE No. 3 & 4

9. Now as against the main grievance of the workman the Management and its witness claims that the workman was never engaged continuously for 240 days or more in completed year commencing from 1987 down to 1994. According to them the workman was simply engaged on fixed tenure basis against the leave vacancies of some regular staff and the order of such appointment being quite specific as to such tenure engagement the workman is not entitled for any retrenchment benefits under Section 25-F of the Industrial Disputes Act.

10. Of the various documents produced by the workman few are appointment letters while the rest are xerox copies of the notings made in the office files, all indicating engagement of the workman. No explanation has of course been given by the workman as to how he could get the copies of the office file. But that itself is not sufficient to say that these documents have been manufactured when the get up of these documents reflect the true character of an official document. From these documents it appears that ever since April, 1987 the workman is working as a casual labour to clean the office and other establishments of the Management. Ext. -1 to 20 indicates that until July, 1990 he has engaged on safai work against the leave vacancy of the regular staff continuously with a gap of one to two days each month. While the other documents marked as Ext. 21 to 44 pertaining to the period from August, 1990 to November,

1995 show that during that period he was engaged in an a like manner to clean the college hostel and several other sections/departments of the college with a deliberate gap of one to two days each month as evident from the various office orders marked as exhibits. These exhibits on the other hand do not show that the engagement of the workman during 1990-1995 was not against the leave vacancy period of any permanent staff. It rather indicates that such engagement was against perennial requirements. As it appears from these documents the Management in order to meet his day to day requirements used to maintain a list of such workers and deploy them regularly each month with a deliberate gap of one to two days each month and after the introduction of the scheme Casual Labourers (Grant of temporary status and regularization) Scheme 1995 terminated the workman in December 1994. Ext. 45, the office memorandum shows that the above scheme was adopted by the Management with effect from 1-9-1993 in respect of workers engaged prior to May, 1985 which itself establishes the fact that persons like the workman were engaged systematically against perennial nature of work ever since 1985 and prior to it. The evidence of the workman and the documents produced by him show that he was working under the Management continuously since 1987 till the end of 1994 but surprisingly no explanation has been offered by the Management as to why he was not brought under the fold of the above scheme.

11. As against the stand of the Management that the workman was not engaged beyond 30-6-1989 the workman has produced several documents, which disproves the above stand of the Management. These documents specially the documents of 1993-94 (Ext. 25 to 44) show that by December, 2004 the workman was in continuous service for more than 240 days. He was of course not been able to file any order showing his engagement in December 2004. But from the trend of office orders passed in those documents it can safely be deduced that the workman must have been engaged in December, 2004 too as claimed by him. As the stand of the Management runs counter to his own documents (Exhibits) I find no good reasons as to why the evidence of the workman that he was refused employment without retrenchment benefits with effect from 1-1-1995 shall not be believed.

12. Thus in view of the above discussion and with the said documents filed by the workman it is held that the action of the Management in refusing employment to the workman is totally bad under law. The evidence of the Management witness shows that since 2002 the work performed by the workman earlier has been entrusted to a contractor Agency and as such the prospectus of reinstatement of the workman appears to be quite remote. Therefore, I feel that mere compensation to the workman would sufficiently meet the ends of justice. From the documents produced before the Court it is evidence that

on an average basis the workman was last getting Rs. 625/- per month for working 25 days in each month. The workman being a young man of 35 years old it can not be expected that after his termination he would have sat idle at home. More so he has adduced no evidence as to such fact. Therefore, in consideration of all these the Management is directed to pay him a consolidated compensation of Rs. 25,000/- (50% of the daily wages on an average basis) in lieu of reinstatement and back wages. Besides the Management is further directed to be fair enough to reconsider his case for giving temporary status as has presumably been done in respect of his contemporaries.

13. Accordingly the reference is answered on contest.

N.K.R. MOHAPATRA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2006

का. आ. 788.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 95/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2006 को प्राप्त हुआ था।

[सं. एल-22012/179/2001-आई आर (सी एम-II)]

पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 1st February, 2006

S.O. 788.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 95/2002) of the Central Government Industrial Tribunal/Labour Court, Lucknow, as shown in the Annexure in the Industrial Dispute between the management of Food Corporation of India and their workmen, received by the Central Government on 01-02-2006.

[No. L-22012/179/2001-IR(CM-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW.

PRESENT

Shri Shrikant Shukla, Presiding officer

I.D. NO. 95/2002

Ref. No. L-22012/179/2001-IR(CM-II) dt. 10-4-2002

BETWEEN

Smt. Indu Rai W/o Sri Mohaniji Rai
R/o A-10/234, Indra Nagar,
Lucknow (U.P.)

AND

The Sr. Regional Manager,
Food Corporation of India,
5-6 Habibullah Estate, Hazratganj,
Lucknow (U.P.) 226001.

AWARD

The Government of India in the Ministry of Labour,
New Delhi referred the following dispute for adjudication
to Presiding Officer, CGIT-cum-Labour Court, Lucknow;

"Whether the action of the Management of Food
Corporation of India, Lucknow interminating
Smt. Indu Rai W/o Sh. Mohaniji Rai from services
w.e.f. 4-1-1995 is legal and justified? If not, to what
relief she is entitled to?"

The worker's case in brief is that she was appointed
on the post of AG-I vide order dt. 13 July, 1993 on a
consolidated salary of Rs. 2500/- per month. On 31-10-1994
the employer circulated a circular order that those
employees who have the requisite qualification for the
post of AG(I) Hindi, they may submit their applications for
their selection on the post of Hindi Translator. The
workman submitted her application as departmental
candidate for absorption at the post of AG(I) Hindi
Translator for which she is performing her work in the
establishment since 13th July, 1993. The process of
absorption/regularisation was pending, but in the meantime
the employer terminated his services w.e.f. 4-1-95. It is also
alleged that she completed 240 days in continuous service
as defined under Section 25-B of the I.D. Act, 1947. The
employer did not follow the statutory provision of Section
25-F of I.D. Act, at the time of terminating her services. The
worker moved her representation in the month of June,
1995, July 1995, Nov. 1999, April, 2000 for appointing her in
regular cadre on the post of Hindi Translator. The employer
intimated to the workman that her case was referred to the
employers head quarters at Delhi to take the decision. The
concerned workman waited for the decision of the
headquarters and the time has been passed. Thereafter the
workman initiated the proceeding before Asstt. Labour
Commissioner(C) Lucknow. It is also alleged that employers
also violated the statutory condition of Section 25-G of the
I.D. Act 1947 before terminating her service. The employer
recruited new persons in place of the workman on the post
of AG(I) Hindi and they did not give an opportunity to the
concerned workman in their office for performing the work
of AG(I) Hindi Translator. The employer also violated the
statutory provisions of Section 25-H of the I.D. Act, 1947.
Workman has prayed for reinstatement with full back wages.

The opposite party has filed written statement where-
in it is mentioned that there being a complete ban on direct
recruitment by Government of India in Food Corporation
of India thus there was no such occasion of any recruitment
or inviting any such officers for employment. That there
being a proper selection procedure, whenever

there is fresh recruitment/employment which has been
specifically provided and adopted in the FCI Staff
Regulations 1971 for any such recruitment, against which
proper appointment orders are issued by the competent
authority. In the present case no such recruitment were
ever made nor any appointment order issues. Rather the
petitioner was engaged for 3 months for translation of
various documents lying in arrears for Rabi plan/Kharif
plan on consolidated amount of Rs. 2500/- per month. Thus
there exist no relationship of any employer and employee
or master and servant existed for the purposes of
maintainability of any industrial dispute, as required under
the I.D. Act. It is further submitted that as per FCI Staff
Regulations 1971 amended upto Dec. 1992 the following
qualification, experience and age were essential for the post
of AG-I (Hindi).

1. Educational Qualification: Master Degree of
recognised University in Hindi, English with English/Hindi
as main subject at Degree level or Master Degree of
recognised University in any subject with Hindi and English
as main subjects at Degree level.

2. Recognised Diploma/Certificate course in
translation from Hindi to English and vice versa or two
years experience of translation work from Hindi to English
and vice versa in Central/State Govt. Offices including
Government of India Undertaking.

But the petitioner was MA in Hindi, Sanskrit and
Political Science as main subjects at Degree level. Moreover,
she was not having recognised diploma/certificate course
in translation from Hindi to English and *vice versa* and
experience was alleged from private form as against Central/
State Government, Government of India Undertaking.

Besides the date of birth of the petitioner being
17-6-56 and she was overage by more than 3 years. Further
more, the name was to be sponsored from Employment
Exchange. Thus the petitioner was not eligible for any
such post as claimed by her.

The petitioner was never appointed any such post
as AG I and she was not employee of the Corporation. It is
emphatically denied that there was continuous employment
of 240 days. It is submitted that even otherwise, the
petitioner was not eligible for the post. The worker being
not eligible for any such post can not set up any claim of
absorption and right to any appointment as AGI Hindi
Translator. As the workman does not come even under the
perview of workman, thus the provisions of retrenchment
for the purpose of applicability of Section 25-F and 25-G of
the I.D. Act 1947 are not applicable. It is also submitted
that the present claim barred by time and such it is not
maintainable.

The worker has filed rejoinder wherein she has
reiterated the facts mentioned in the statement of claim and
has asserted that she was a workman and the provision of
I.D. Act were very much applicable on the worker.

The worker has filed photo copies of the following documents :

1. Letter of Dy. Manager (P) FCI dt. 13th July 1993 regarding the engagement of the worker for 3 months contract on the consolidated amount of Rs. 2500 per month. Paper 15/5.
2. Office inter note of Dy. Manager dt. 11-1-94 with regard to working of the worker for 27 days during 15-10-93 to 16-11-93 on the daily wage rates. Paper no. 15/6.
3. ION dt. 4-12-94 regarding attending of the office by the worker during 4-11-94 to 3-12-94 except holidays and Sundays. Paper no. 15/7.
4. The note of Sr. Regional Manager, Sri K.K. Sinha regarding engagement of worker for the period of 3 months w.e.f. 4-12-93 on a consolidated pay of Rs. 2500 per month w.e.f. 4-12-93. Paper no. 15/8.
5. Worker's own application dt. 10-10-94 address to Sr. Regional Manager, FCI, Lucknow Paper no. 15/9.
6. Circular dt. 31-10-94 regarding recruitment of AG-I Hindi inviting options from AG-II latest by 15-12-94. Paper no. 15/10.
7. Test and interview letter for the post of AG-I Hindi mentioned as by hand dt. 12-5-95. Paper no. 15/11.
8. Rely of Regional Manager before Asstt. Labour Commission(C) dt. 26-2-2001.
9. Extension of contract period about engagement of the workman for the period of 8-5-94 to 7-6-94.

Opposite party has filed photo copies of the following documents :

1. Engagement letter dt. 13th July 1993 in respect of workman for 3 months. Paper no. 24/6
2. Inter Office note dt. 11-1-94 regarding worker's attending during the period 15-10-93 to 16-11-93. Paper no. 24/7.
3. Note of Sr. Regional Manager for engagement of the worker for 3 months w.e.f 14-12-93. Paper No. 24/8.
4. Office order regarding the approval of the competent authority for engagement of workman since 4-10-94 for 3 months.

The worker cross examined herself. The opposite party has examined Dy. Manager Administration Sri Anubhav Dubey. Parties have filed written arguments.

Persued written arguments. Also heard the parties on 1-12-2005. Smt. Indu Rai has admitted that initially her appointment was for 3 months, thereafter her period of appointment was extended. Her specific statement as has

come in examination in chief para 3 line 1 & 2 is as follows :

“मेरी नियुक्ति पहले तीन माह के लिये नियत चेतन पर था, उसके बाद कार्याविधि बढ़ाते रहे”

She has also admitted that she was over age at the time of her initial appointment in FCI. She has also admitted that there is no mention of AG-I in the appointment letter. She has also replied in cross examination that once a contract was over second contract in the form of extension was granted. She has also admitted in the cross examination that she was terminated after the contract was over. Relevant specific question answer is as follows :

प्र. : क्या यह कहना सही होगा कि संविदा अवधि समाप्त होने के उपरान्त आपको कार्य पर नहीं रखा गया। आपको क्या कहना है।

उ. : सही है।

The opposite party has filed relevant extract of Staff Regulation 1971. The prescribed qualification, age for the post of AG-I Hindi Translator is as follows :

Essential :

1. Degree of a recognised University with Hindi as the main subject.
2. Proficiency in English.
3. Three years experience of translation from English to Hindi and vice versa.

It is pertinent to mention here that mode of recruitment in the above grade is direct by 100 per cent.

Letter of 13th July 1993 by which the worker is said to have engaged is material in this case which is as follows :

FOOD CORPORATION OF INDIA

Regional Office
U.P. Region

5-6 Habibullah Estate Hazratganj, Lucknow

Dated : 13th July, 93

No. PA/SRM/ADMN/93

Smt. Indu Rai, A-1103/11, Indra Nagar, Lucknow is engaged for a period of three months contract only on a consolidated amount of Rs. 2500.00 (Rupees Two Thousand five hundred only) per month for the work of translation of various documents, Rabi Plan, Kharif Plan etc. which is lying in great arrears in Regional Office.

Sd/-

(ISRAR HUSAIN)
Dy. Manager (Pers.)
For Sr. Regional Manager

The representative of the workman has argued that the services of the workman were terminated without complying statutory provisions of section 25-F of the I.D. Act. It is also been argued that there was no clear statement

of the working days neither on behalf of the workman nor the opposite party. It is also argued on behalf of the workman that the worker has proved that she has been continuous in service as such it is proved that she has completed 240 days in continuous service. In view of the above facts it is crystal clear that concerned workman was engaged for translation work in the establishment of the opposite party on 13th July, 1993 for 3 months and thereafter her services were taken as continued by the opposite party but the extension of the service was made on 11-1-94 in which the period of extension of the concerned workman was 15-11-93 to 16-11-93 which shows that she worked in office and the letter was issued later on. It is also argued that her services were not broken as per the wording of the appointment letter, extension order dt. 4-12-93 was issued for the period in the same day. The other letter which was issued for extension of the period issued on 16-3-94 in which the extension was made from 1-3-94 to 13-6-94 and also verified the attendance of the workman and other office order was issued on 4-10-94 to the concerned workman which extended the services of the workman for the period 4-10-94 to 3-1-95. The representative of the workman has laid much emphasis on that the worker continuously work for 297 days except Sundays and holidays. The opposite party took the shelter of Section 2(oo)(bb) of the I.D. Act that her appointment was made on contractual basis and it does not come within the purview of retrenchment under section 25-F and her services are not protected under section 25-F of the I.D. Act, 1947. It has also been argued on behalf of the worker that it is wrong to say that the services of the workman concerned come under the purview of section 2(oo)(bb) of the Act. Her work and duties are of permanent nature of job and her services may be regularised and she was accordingly called for interview. It is admitted to be proved that her engagement was made against the lying vacant post after due relaxation of age. Extension of the services periodically does not mean that it is a contractual engagement as has been held by Kerala High Court in the case of *Jai Bharat Printers and Publishers (Pvt.) Ltd. Vs Labour Court, Kozikod* and another reported in 1993, Volume LXVII page 757. The worker has also relied upon the case law 2004 Volume 101 FLR page 67 between *State of U.P. & others Vs. Presiding Officer, Labour Court, Dehradun* and another. In the circumstances of the above it has been argued that the present dispute comes under the purview of the retrenchment as defined under section 2 (oo) (bb) of the Act and if provision of Section 25 (F) of the Act is not valid at the time of termination of the service, the action of the management is illegal and unjustified.

On behalf of the management it is argued that at the time of her initial engagement that is on 13th July, 1993 the applicant was much beyond the prescribed age limit for the post of A.G.I Hindi Translator as admitted by her. It is also argued that the worker does not qualify the requisite qualification as required by the Staff Regulation 1971 as

she was over aged, she do not possess any qualification relating to proficiency in English as well as experience criteria as given therein. There was a complete ban on fresh recruitment during the period of initial engagement and the worker never completed 240 days of service and thus not entitled for employment. It has also been argued that the worker was engaged on contractual basis for a limited period only. After expiry of that period her engagement stood automatically terminated. Worker is not entitle for any regular job as alleged by her. It is also submitted that the worker was not appointed against any post.

The management representative have argued that worker Smt. Indu Rai in her statement admitted the following facts;

- (a) That she was overaged at the time of her initial engagement in 1993.
- (b) She does not possess requisite qualification as in "Staff Regulation 1971" for A.G.I. Hindi.
- (c) She was never appointed against any vacancy/ post.
- (d) She was paid fixed amount as agreeable through engagement letters subject to deductions against absentism. It is well settled law that the Industrial Tribunal/Labour Courts can not travel beyond the terms of reference. There is no reference in respect of absorption of regularisation of the worker.

The High Court of Kerala, High Court between *Peroorkada Service Cooperative Bank Ltd, Trivandrum and S. Sheena and others* published in 2002 111 LLJ page 469 has laid down that the engagement of persons for casual work for audit and accounts on daily wages for intermittent period could denial of work to such held could not be held retrenchment. The High Court observed that the worker did not undergo selection process. There was no retrenchment within the meaning of I.D. Act, 1947. The Hon'ble High Court referred in this connection section 2 (oo) (bb) of the I.D. Act, 1947 and held that in the instant case there was no regular appointment was made only days to days in such case it can not be said that any retrenchment attracted Labour Court. In the said case law Hon'ble High Court, Kerala has referred *Novadaya Vidayalala vs K.Hemawathy* 2001 111 LLJ 779 (KANT) dealt that the case employee was given temporarily appointment for fixed period. Hon'ble High Court found that contention termination of service after the fixed period amounted to retrenchment cannot be accepted. In para 13 of the said case law of High Court it is mentioned. In very clear terms it was mentioned that only a person who is validly appointed in the services of employer can claim

reinstatement and service must be capable of continuity until any of the even envisaged under clause, (a) (b) and (c) of Section 2 (oo) happens. He has to establish that he has right but continuation in service and his services was terminated without complying the law.

In the circumstances 2000 LAB IC 3745 (Kerla High Court) Novodaya Vidayalya Smt. R. Hemawathy is relevant. It has been held in the said case law that clerk appointed on temporary basis under fixed term contract of service—her discontinuation from service can not be treated retrenchment even though she had worked for continuous work of 240 days order directing reinstatement with 50% back wages not proper. In the said case law the termination of service the worker was as a result of contract of employment have not been terminated under the stipulation specifically provided under Regulation 14 and the order of appointment of the worker. In this background non compliance of the requirement of Section 25-F does not vitiate or nullify the order of worker.

Another case law 2000 LAR II 626 Delhi High Court is also relevant to this case. In the said case law Hon'ble High Court held that contractual appointment comes to an end by flex of time of completion of fixed duration, appointee will have no right remaining on the post beyond the contract period. In the circumstances of the fact of the case 2001 LAB IC 2391 (Supreme Court Cases) Harmohan Singh Vs. Kharga Canteen, Ambala Cantt. is also relevant. Dealing with Section 25-F, 2 (oo) (bb) the Supreme Court has held that where worker is retrenched conditions precedent to-Not required to be complied with in cases where termination takes place on expiry of contract. Reasons being defined of retrenchment excludes contracts of service for fixed term.

Section 25-F deals with the conditions precedent to retrenchment of the workman. It would not apply to para 3-A because of definition of retrenchment in Section 2 (oo) (bb) which expressly excludes, "termination of the service of a workman as a result of non renewal of the contract of employment between the employer and workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contend there on."

There is another case 2003 (99) FLR 972 Allahabad High Court between State of U.P. and Presiding Officer, Labour Court, Agra and other is also relevant. In the circumstances of the case where in it has been held that non renewal of contractual appointment does not amount retrenchment under Section 2 (oo) (bb) of the I.D. Act.

In the present case it has proved fact that workman was not appointed as regular AG-I Hindi Translator as alleged by the worker in the statement of claim para 2. She

has filed the engagement letter which does not support her allegations. She has also not been given pay scale of AG-I (Hindi Translator) instead she was appointed initially on 13th July, 1993 at the consolidated amount of Rs. 2500 for the special work. It is also proved that after completion of contract period she was not engaged. It is proved from the record that her engagement expired on 3-1-95 and thereafter the period of employment was not extended. It is also admitted fact that she was overage on her initial appointment. The prescribed age limit of the Staff Regulation on the post of AG-I Hindi Translator is 30 years and the source of recruitment is direct. The worker, with no stretch of imagination could be appointed as AG-I Hindi Translator. Dy. Manager Admn. Sri Anupam Dubey has proved that for the appointment of AG-I candidate must possess the degree of MA and diploma in translation and there was no provision of relaxation in the year 1993. Sri Anupam Dubey has also proved that Smt. Indu Rai was engaged on temporarily contract basis as Hindi Translator. He has also stated that whenever the need arose the worker was engaged. He has stated that Smt. Indu Rai was not qualified to be appointed as AG-I Hindi Translator.

From the overall evaluation of records it is proved that Smt. Indu Rai was not a regular appointed workman after the complying the provision of the recruitment procedure. In the exigencies of services the FCI engaged someone to cater the needs. In the circumstances Smt. Indu Rai was engaged and even if she has completed more than 240 days prior to her dis-engagement as a result of non renewal of the contract will not amount to retrenchment under Section 25-F of the I.D. Act, 1947. The dis-engagement or not continuance of the worker beyond 3-1-95 is not illegal or unjust.

The worker has tried to say that she applied for appointment on the post of AG-I Hindi Translator as per circular dt. 31-10-94 and she was called for test interview on 25-5-95 and she was not appointed. Copy of circular paper No. 15/10 and copy of test interview letter paper No. 15/11 is on record. In the present case the Tribunal has not to see the validity of action taken by the management in view of the said circular and subsequent proceedings of recruitment. This Tribunal has to confine itself to look into the action of the management for not engaging her services w.e.f. 4-1-95. This Tribunal is barred to travel beyond the issue referred.

On the discussion above I come to the conclusion that if the management has not renewed the contract of service from 4-1-95 and for not engaging the workman w.e.f. 4-1-95 is not illegal and unjust. The issue is therefore answered against workman. Workman is not entitled for any relief.

Lucknow
24-1-2006

SHRIKANT SHUKLA, Presiding Officer

नई दिल्ली, 1 फरवरी, 2006

का. आ. 789.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय खाद्य निगम के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, नई दिल्ली के पंचाट (संदर्भ संख्या 31/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 1-2-2006 को प्राप्त हुआ था।

[सं. एल-22012/359/2003-आई आर (सी एम-II)]

पी. सी. भारद्वाज, डेस्क अधिकारी

New Delhi, the 1st February, 2006

S.O. 789.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 31/2005) of the Industrial Tribunal/Labour Court No. I, New Delhi now as shown in the Annexure, in the Industrial Dispute between the management of Food Corporation of India, and their workmen, which was received by the Central Government on 1-2-2006.

[No. L-22012/359/2003-IR(CM-II)]

P. C. BHARDWAJ, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
NEW DELHI

Presiding Officer : Shri S. S. Bal

I. D. NO. 31/2005

In the matter of dispute between :

1. The General Secretary,
Food Corporation of India Workers Union,
8585-Arakasha Road, Paharganj,
New Delhi-110055.

2. The General Secretary,
Food Corporation of India
(Handling) Workers Union,
8654-Arakasha Road,
Paharganj, New Delhi-110055

...Workman

Versus

The Managing Director,
Food Corporation of India,
16-20, Barakhamba Lane,
New Delhi-110001

.....Management

APPEARANCES:

Sh. Om Prakash adv. for the Management

AWARD

1. The Central Government in the Ministry of Labour *Vide* its Order No. L-22012/359/2003-IR (C-II) dated 10-11-2005 has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of the Food Corporation of India in reducing the rates of overtime wages of its food handling workers from 1.25 times to 1.1 times of the normal rates of wages for overtime work between 6½ and 8 hours and further from as per the Shops and Establishment Act of the respective states to 1.1 times for work beyond 8 hours, both by Circular Notice dated 1-7-2002 and Circulars No. 1 & 2 both dated 19-1-2004 is legal and justified? If not, to what relief the workman are entitled?"

2. The case was fixed for filing of claim statement today i.e. on 25-1-2006 when Shri Om Prakash A/R for the Management stated that the matter has been referred to the National Industrial Tribunal and furnished copy of the order dated 10-11-2005 which is mark 'X' Perused of the order dated 10-11-2005 marked 'X' which shows that this case stands transferred to the National Tribunal.

3. In view of this Order supported with submission of the Ld. A/R for the Management I have become functus-officio to proceed with this matter and as such proceedings are dropped. File be consigned to record room.

Dated : 25-1-2006

S. S. BAL, Presiding Officer.

नई दिल्ली, 2 फरवरी, 2006

का. आ. 790.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सेन्ट्रल बेअरहाऊसिंग कोर्पो. के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट

(संदर्भ संख्या 34/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 30-1-2006 को प्राप्त हुआ था।

[सं. एल-42011/1/1995-आई आर (विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 2nd February, 2006

S.O. 790.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 34/04) of the Central Government Industrial-cum-Tribunal-cum, Labour Court, Ahmedabad as shown in the Annexure, in the Industrial Dispute between the employers in relation to the Management of Central Warehousing Corpn. and their workman, which was received by the Central Government on 30-01-2006.

[No. L-42011/1/1995-IR(M)]

B. M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL -CUM-LABOUR COURT AT AHMEDABAD

PRESENT

SHRI B. I. KAZI (B.SC.L.L. M.,

-PRESIDING OFFICER

INDUSTRIAL 1 DISPUTE (REFERENCE C.G.I.T.A.)
34/04

OLD (I.T.C.) NO. 02/1996

1. The Managing Director,
Central Warehousing Corporation,
4/1 Siri Institutional Hazu Khas,
New Delhi - 110016

2. The Regional Manager,
Central Warehousing Corporation,
Char Rasta, Opp. Unnati Vidhyalaya,
Paldi. Ahmedabad (Guj).

First Party

V/s.

1. The General Secretary,
Central Warehousing
Corporation Employees Union,
Mahalaxmi X road
Paldi Ahmedabad (Guj)

Second Party

APPEARANCES

First Party : Shri R.S. Munshy

Second Party : Kum. Niniben V. Vora

AWARD

1. The Government of India has referred the Industrial Dispute between the above parties by order No. L-42011/01/95-IR (Misc.) dated 01-02-1996 to this Tribunal for adjudication. The terms of reference is as under :

SCHEDULE

Demand No. 1:

"Whether the demand of Central Warehousing Corporation EMP. Union against the management of Central Warehousing Corporation for giving compassionate appointment to the wife of late Shri M.D. Patel and also for payment of final dues on submissions of indemnity Bond is justified?"

Demand No. 3:

"Whether the demand of Union against the management of Central Warehousing Corporation for recruitment/posting of Warehousing Assistance-II and Chokidar for container Freight Station is justified?"

Demand No. 5:

"Whether the demand of the Union against the management of Central Warehousing Corporation for withdrawal of Circular No. CWC/RO/-AHD/Gen/Estt./94-95/1588 dated 04-05-1994 issued by the Regional Manager, Ahmedabad is justified?"

Demand No. 19:

"Whether the complaint filed by the Union against the management of Central Warehousing Corporation regarding harassment of staff members by Shri N.N. Gupta Warehousing Manager, is justified?"

If the above demands of the Union are justified, to what relief the concerned workmen are entitled?"

2. A notice has been issued to the second party to file the statement of claim. The second party has submitted a statement of claim. The brief facts of the S.C. are as follows: Regarding the demand No. 1 it is stated that Mr. M.D. Patel Chokidar Central Warehousing Ankleshwar expired on 9-10-1993, during service leaving behind him, his wife and three minor children. His wife has not any source of income. She has not any property nor any other support for sustaining herself and her children. She has passed SSC and she is eligible for the appointment. First party Management has not realized final dues and is demanding a succession certificate. It is highly improper that an indemnity bond is not accepted. Thus it is requested to release the final dues. With regard to demand No. 3 It is submitted that the Management has stated that

recruitment or warehouse Asstt. Gr. II Chokidar is an administrative issue and can not go in for additional recruitments. The corporation has introduced VRS in order to reduce the surplus manpower. It is also stated that a memorandum of understanding is with Ministry to reduce the surplus manpower by 10 per cent. The question does not arise particular in Gujarat when there is no surplus manpower. On the contrary, there is heavy shortage of manpower in Gujarat. Annexure-A shows that total shortage of staff is 89 and 73 posts are in class "C & D" & 16 Shortage in officers, category. These figures may increase in near future due to VRS. Regional Offices have submitted number of letters DO letters demanding the adequate manpower for Regional Office warehouse and for CFSs. Looking to an Annexure-B there is a good profit and bring near future it may go up on account of 2 CFSs at Surat and Kandla. The capacity of these godowns are 2500 Mt. and 11000 Mt respectively CFSs at Adalaj is short of required staff. The requirement in respect of CFSs to appoint WAC (II) & 7 Chokidar. The Chokidar are sanctioned as per H.O. letter dated 11-06-1990. There is no scope for any reduction in Gujarat region. Staff recruitment is to be assessed on principle and basic requirement and can not be ignored. The situation is by working with less staff. The demand is legitimate. Hundred Chokidar have done their double duty and 2/4 shifts at a time. The staff has huge compensatory holiday in their account. This shows heavy increase of work in CWC Gujarat. The Management should fill up the 89 shortage posts by recruiting the class "C" & "D" posts and selecting/posting officers at Gujarat. It has decided to open more units in Gujarat in near future and these units will start. There is no scope of any kind of cut in the staff in this region and recruitment must be made without any delay. There is a justification of demand No. 5 and No. 19 also.

3. The first party was issued a notice to file the written statement. By Ex. 6 the first has submitted the written statement. The brief facts are that the widow of late Shri M.D. Patel chokidar is already employed at Vapi from January 1996. She was paid dues Vide D. D. No. 590170 dated 10-06-1996. It is submitted that posting of staff is purely an administrative matter and also involve policy decision at HO level. Union and management have signed M.O.U. wherein it was agreed to reduce the staff, as per the Govt. policy. CWC employees union is a part and parcel of the federation and therefore it can not raise a dispute of introduction of V. R. S. and to reduce the manpower. Employees have availed V.R.S. facilities. On all India basis total manpower is more than the requirements, and at the time of joining each employee have given an understanding to be transferred anywhere in India and whenever vacancy exist. It can be filled by transferring the staff from different region. Thus there is not a case for fresh recruitment in Gujarat. Thus it is prayed that the demand of union shall be rejected.

4. By Ex. 2 the second party has stated that demand Nos. 1 and 5 are fulfilled. Hence they do not press for these demands. By Ex. 35 the second party is not pressing demand No. 19. Thus the only demand to be adjudicated by the Tribunal is demand No. 3.

5. The second party has submitted document with S. C. as per Annexure-A, Annexure-B, and 3 letters. Thus relevant documents for demand No. 3 are Annexure-A and Annexure-B.

6. The First party has submitted their D.E. list by Ex. 9 and by Ex. 17 Mark 9.1. is the letter dated 20-9-1994 regarding sanction of CPF loan to the subscriber. Mark 9.2. is the circular dated 26-9-1994 regarding the sanction of CPF loan. Mark 9.3. is telex message dated 02-05-1994. Mark 9.4 is the circular dated 4-05-1994. Mark 9.5 is the letter written by Dy. Manager (I.R.) dated 20-6-1996. Mark 9.6 (A) is the letter dated 7-3-1995 by the police sub-inspector Kandla. Mark 9.6 (B) is the letter dated 04-06-1995 written by police sub-inspector Kandla. Mark 9.7 is the letter dated 18-1-1996 of Asstt. Manager (East.) regarding settlement of final dues in respect of late Shri M.D. Patel. Mark 9.8 is the letter dated 17-06-1996 of Sr. Asstt. Manager. Mark 9.9. is the letter demand No. 1 dated 24-7-1996. by Ex. 17.1 is the appointment order of Smt. Shardaben M. Patel dated 02-01-1996. Ex 17.2 joining report of Smt. Shardaben M. Patel Ex. 17.3 total dues payment made to Smt. Shardaben M. Patel Ex. 7.4 to 7.7 withdrawal of CPF loan Ex. 7.8 transfer order of Shri M.N. Gupta. Ex. 7.9 reliving order of Shri M.N. Gupta.

7. By Ex. 30 the First party has submitted further document which is mark 30.1 to 30.2.

8. The second party has examined by Ex. 11.B Shri Chandulal Bhimjibhai and by Ex. 20 Nand Kishor Naryan Des Pande. By Ex. 23, the second party closed their oral evidence. The first party has examined Sudhar Singh Javaharlal Gautam by Ex. 22 The first party closed their oral evidence by Ex.26.

9. The second party has submitted written argument and I have taken it on record and perused it. Heard the Ld. Advocate Shri Munshi at length on behalf of the first Party He has submitted an award passed in reference No. C.G. I. T. A. No. 2/137/1998.

10. Looking to the documents and looking to the evidence of the parties and looking to the terms of reference i.e. looking to the demand No. 3 the following issues are to be decided for my consideration in this reference:

- A. Whether the demand of the union for recruitment/posting on Warehousing Asstt. II and Chokidar for container freight station is justified?

B. What final order ?

11. My answer to the above issues are as under as per reasons given below :

A. Partly Justified.

B. As per the final order of the reference of the reference.

12. Looking to the terms of reference and looking to the Exs. 27 and 35 the only demand to the adjudicated is demand No. 3 of the Schedule. Thus the union has raised the demand for the recruitment/posting of Warehousing Asstt. II and Chokidar container freight station in Gujarat i.e. at Adalaj, Kandla, Surat and Vadodara. However, looking to the Statement of claim, Surat and Kandla are new CFS. The capacity of Surat CFS is 2500 M.T. The capacity of Kandla is 1100 MT. The capacity of Adalaj CFS has not mentioned. The second party has not clarified regarding the capacity of CFS Baroda. Looking to the terms of reference the demand is for recruitment/posting of Warehousing Asstt. II Chokidar for CFS. Thus we have to decide limited issue i.e. only for CFS situated in the State of Gujarat and regarding the staff position of Warehousing Asstt. II and Chokidar.

13. Looking to the evidence of Chandulal Bhimjibhai Ex. 11, the capacity of godowns is 5000 M.T. to 30000 M.T. for 5000 M.T. godowns 4 to 5 persons are required and for the capacity of 30,000 M.T. Godowns 15 or 16 persons are required. According to him there is a 1 watchman for 5000 M.T. capacity. According to him it is insufficient. It is admitted that post of watch man is transferable and he was transferred to Jamnagar. it is also admitted by him that there are three shifts and there are separate watchman for each shift. Thus this proves that there is no over burden of work on the workman. It is also admitted that where there is a quarters, it is given to the employee and in the absence of the quarter HRA is paid by the first party. Looking to the evidence of Nand Kishore Naryan Des Pande Ex. 20. He stated that there are 4 CFS in Gujarat i.e. Adalaj, Kandla, Surat and Vadodara. There are vacant post of 7 Chokidar and 4 Warehousing Asstt. Gr.-II. In Gujarat there are 12 vacant post of Chokidar and 14 vacant post of Warehousing Asstt. Gr.-II. The first party has employed private agency for the work of Chokidar on these vacant post. But the post of Warehousing Asstt. Gr.-II are not filled. He admits that in Gujarat all the post are filled up. It is also admitted that if there is a surplus then the persons are adjusted on vacant posts. Thus looking to this evidence it is clear that there is no vacant post in Gujarat regarding the staff i.e. Chokidar. Not only that the first party has employed private agency for the work of Chokidar.

14. Looking to the terms of reference the only issue to be decided by this Tribunal is the demand No. 3. It is

Whether necessary to recruitment/posting of Warehousing Asstt.-II and Chodikar for CFS. Thus the issue is limited with regard to the employment of Warehousing Asstt.-II and Chokidar for CFS in Gujarat. However, the second party has not submitted any document regarding the sanction post of Warehousing Asst. II and Chokidar for CFS in Gujarat. Thus this Tribunal can not come to definite conclusion regarding the vacant post of this categories in CFS in Gujarat. However, if we peruse the statement of claim and Annexure —A enclosed with S.C., it is the say of the second party that 73 posts are vacant in class "C" & "D". But it is not shown how many posts of Chokidar and Warehousing Gr.-II are vacant in CFS. Thus it was duty of the second party to establish that there is a clear vacancy of Chokidar and Warehousing Asstt. Gr.-II in CFS the only claim is that appointment shall be made by the recruitment of additional staff to man. Adalaj, Kandla, Surat and Vadodara. Annexure—A shows that there are 32 category. If we look entry No. 20 Annexure—A it is regarding Warehousing Asstt. Gr.-II. In that entry the shortage shown by the union is of only one vacancy. Thus this can be filled by the surplus staff from other region. Thus there is a no justification in demanding new recruitment for the post of Warehousing Asstt. Gr.-II. Not only that it is managerial function to promote the suitable Chokidar on the post of Warehousing Asstt. Gr.-II and the Tribunal Can't interfere that Managerial function of the first Party. Not only that the surplus staff can be transfer to the vacant post from other region also. Thus the first party is hereby directed to fill the vacant posts of Asstt. Gr.-II. In CFS by Suitable mode i.e. by transfer from other region or by promoting the eligible candidate on the post. This Tribunal can not direct to promote the Chokidars on the post of Warehousing Asstt-II because there is no demand for such promotion by the union.

15. Looking to the above observations it is hereby directed to the First party to fill the post of Warehousing Asstt. Gr.-II in CFS by transferring the surplus persons. from other region or by promotion in CFS Gujarat. There is no vacancy of Chokidar and the work is taken from private agency for Chokidar. It is not necessary to pass any order regarding chokidar.

16. Thus looking to the above observations I hereby pass the following :

ORDER

The reference is Partly allowed. The First party is hereby directed to fill the vacant post of Warehousing Asstt. Gr.-II in CFS in Gujarat by transferring the surplus staff from other region or by promotion of suitable candidate. The first party shall pay a cost of Rs. 500/- to the union.

Dated: 11-10-2005

B.I. KAZI, Presiding Officer

Ahmedabad

नई दिल्ली, 3 फरवरी, 2006

का. आ. 791.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार नार्दन रेलवे के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, सं. II, नई दिल्ली के पंचाट (संदर्भ संख्या आई डी. 17/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-2006 को प्राप्त हुआ था।

[सं. एल-41012/205/2000-आई आर (बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 3rd February, 2006

S.O. 791.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 17/2001) of the Central Government Industrial Tribunal/Labour Court, II, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Northern Railway and their workman, which was received by the Central Government on 2-2-2006.

[No. L-41012/205/2000-IR (B-I)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE PRESIDING OFFICER: CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai.

I.D. No. 17/2001

In the matter of :—

Shri Jeet Lal Gaur,
S/o. Shri Ram Dulare,
C/o. President Delhi Labour Union,
Aggarwal Bhawan, Tis Hazari,
Delhi

VERSUS

The General Manager,
Northern Railway,
Baroda House,
New Delhi

AWARD

The Ministry of Labour by its letter No. L-41012/205/2000/IR (B-I) Central Government Dt. 22-02-2001 has referred the following point for adjudication.

The points runs as hereunder :—

“Whether the action in not regularizing the services of Shri Jeet Lal Gaur engaged as casual worker at Railway's Karnail Singh Stadium by

Northern Railway Sports Association under the Railway Establishment is justified? If not, what relief the concerned workman is entitled and from what date?”

The workman applicant has filed claim statement. In the claim statement it is stated that he joined into the employment of the Northern Railway w.e.f. 8-6-1988 and since then he is continuously working. He is a monthly paid/muster roll worker and is, presumably, being paid wages as fixed and revised from time to time under the Minimum Wages Act. While his counter parts who are doing the identical work and the work of the same value are being paid their salaries in the pay scale of Rs. 750-940 with usual allowances admissible under the rules. The said pay scale has been revised to the pay scale of Rs. 2500-3200 w.e.f. 1-1-1996. They are also enjoying other benefits like E. L., C.L./Gazetted/Festivals/Restricted Holidays and Medical Leave etc. which are completely denied to the workman aforesaid.

That the duty hours of the workman are from 6.00 AM to 8.00 PM i.e. 14 hrs. a day while according to law, the maximum hours of work are fixed at 8 per day or 48 per week. He is not being paid any overtime wages for the work taken from him beyond normal working hours. The workman has represented his case a number of times to the higher authorities for his regularization of services and for payment of overtime wages but nothing has been done. Even the Railway Minister has forwarded a number of applications to the higher authorities of the Northern Railway but even then nothing has been done so far.

That the non-regularisation of services of the workman on the post of Khalasi in proper pay scale and allowances from the initial date of his joining into the employment i.e. 8-6-1988 is wholly illegal, bad, unjust and malafide for the following amongst other reasons :—

- (i) That the job against which the workman aforesaid has been working is of a permanent and regular nature of job.
- (ii) That employing persons on regular nature of jobs and treating them as monthly paid/muster roll workers and paying them lesser remuneration than those doing the identical work and the work of the same value amounts to unfair labour practice as provided in Section 2(ra) read with item No. 10 of the Vth Schedule and read with Section 25 T punishable under section 25 U of the ID Act, 1947.
- (iii) That it is violative of Article 14, 16 and 39(d) of the Constitution of India.
- (iv) That it amounts to sheer exploitation of labour.
- (v) That the management of Northern Railway has not framed any rules or regulations nor got it passed by the UPSC and nor notified in the

official gazette for governing the service conditions of the muster roll/part-time/seasonal workers nor it has any Certified Standing Orders, governing service conditions of such workers, and, therefore, the model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946 are applicable to the workman and the management of the Northern Railway.

- (vi) That the workman has acquired the status of a permanent employee from the initial date of his joining into the employment i.e. 8-06-1988 after completing 90 days of continuous employment as provided in the Model Standing Orders framed under the Industrial Employment (Standing Orders) Act, 1946.
- (vii) That in the Northern Railway a person is regularized after completing 120 days of continuous employment but in the present case, the workman has been completely ignored and his case for regularization has not been considered even after rendering meritorious service for more than 10 years.
- (viii) That the action of the management in employing the aforesaid workman as casual or temporary and to continue him as such for years with the object of depriving him of the status and privileges of permanent workman also amounts to unfair labour practice as provided in Section 2 (ra) read with item no. 10 of the Vth Schedule of the ID Act, 1947.
- (ix) That it is against the intention of the legislation as contained in section 4 of the Equal Remuneration Act, 1976.
- (x) That it is also against the spirit and intention of the legislation as contained in Contract Labour (Regulation & Abolition) Act, 1970 and Rule 25 (v) (a) of the Contract Labour (Regulation & Abolition) Central Rules, 1971.
- (xi) That the workman aforesaid has been meted out with hostile discrimination as juniors to him have been regularized in service in proper pay scale and allowances and he has been completely ignored in this matter.

In the circumstances, it is most respectfully prayed that an Award be passed issuing directions therein to the management :—

- (1) to regularise the services of Shri Jeet Lal Gaur on the post of Khalasi with retrospective effect from 8-06-1988 in the proper pay scale and allowances;
- (2) to pay him entire difference of salary from 8-06-1988 onward on the principles of "Equal pay for Equal Work"; and

The management has filed reply to the claim statement. In the reply it has been stated that Northern Railway Sports Association (NRSA) is an association for promoting sports among Railway employees. Its office bearers are honorary members and they do not receive any remuneration for carrying out their sports duties from the Railway Administration. Persons engaged by the NRSA are purely on part time basis to provide services for the maintenance of and upkeep of the Northern Railway Stadium.

Further it is stated that the statement of claim of the applicant/workman is not covered under the provisions of Industrial Dispute Act, 1947. Therefore, the claim petition is liable to be rejected by the Hon'ble Tribunal on this ground alone.

That the applicant/workman is working as daily wage part time worker depending on the job requirement and is not holding any specific job of a peon or safaiwala and he is paid by the Northern Railway Sports Association (NRSA) from the earning partly of the stadium and partly from grants received through staff benefit funds. So, the workman in question can in no way be considered to have been engaged by the Northern Railway.

That the claimant/workman is engaged on part time basis by the NRSA. He cannot therefore, be treated as on the rolls of Northern Railway or be eligible for the grant of pay scales of Northern Railway. Thus, he is not entitled to the relief prayed for and his claim petition is liable to be dismissed on this ground along by the Hon'ble Tribunal.

That the Northern Railway Sports Association (NRSA) has neither the power of recruitment nor has the same been extended to them in the past by an authority who is competent to engage the persons under the rules. Therefore, the grant of temporary status to the applicant/workman (engaged purely on part time basis) can be extended only if he, in turn, is due for such appointment on the basis of his position in any select list or is selected in an approved manner for appointment to the regular Railway post.

That the claim petition is liable to be dismissed on the ground that the case is irrelevant to the facts and circumstances of the case and it does not merit consideration by this Hon'ble Court. That nobody has been empowered to engage any person from open market on regular basis. As per extant instructions, the recruitment against Group 'D' posts is to be done by Railway Recruitment Boards only. Moreover, at present, 9359 ex-casual labourers are already existing on the live casual labour registers on the Divisions of the Railways. It is stated that as per existing instructions, these are to be exhausted first against group "D" vacancies in accordance with their turn. It may be pointed out that there is no cadre of sanctioned posts therefore, the question of regularization of those engaged on part time basis does not arise.

It is denied that the claimant/workman has been in the employment of Northern Railway as alleged. It is stated that the workman in question is a part time worker and has been engaged by the Northern Railway Sports Association in a purely temporary capacity for part time work depending upon the job requirement. He is being paid his wages by the said association partly from the earning of the stadium and partly from the grants received by the said association through staff benefit funds. So, the claimant/workman in no way can be considered to have been engaged by the Northern Railway or paid wages by the Northern Railway as such. The NRSA it is pointed out, is not a Government Organization or Government Department but is a sports promotional non-government association and the workman in question is assigned the job depending upon the job requirement with no specific job that of peon or Safai Karamchari. It is reiterated that the claimant is a part time worker of the said association and is not an employee of the Northern Railway as alleged in the claim petition.

It is denied that claimant's counterpart workers are being treated as regular employees or are being paid pay scales and allowances at par with Northern Railway Employees as alleged. It is also denied that claimant's counterpart workers are enjoying other benefits such as earned leave, gazetted holidays, restricted holidays, medical leave etc. as alleged.

It is denied that working hours of workman in question are 6.00 am to 8.00 pm or hours a day as alleged. It is stated that the claimant/workman being part time worker of NRSA is performing duty from 6.30 am to 9.00 am (2 hours 30 minutes) and thereafter from 4.00 pm to 9.30 pm (5 hours 30 minutes) which comes to in all eight hours a day. It is stated that since the claimant/workman is not the Railway employee, his claim, therefore, is not covered by the provisions of ID Act, 1947. It is denied that the job against which the workman in question is working is of permanent nature. It is stated, the workman is working purely on part time basis for the maintenance of Sports Stadium of Northern Railway and the job is not of regular nature. It is denied that the workman working on part time basis can be regularized in service as alleged. It is denied that forwarding of application of workman by the office of Railway Minister can make any difference when there are no regular posts against which such part time workers can be regularized/adjusted.

The workman applicant has filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management has also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman that he has worked continuously from June, 1998 and he is still working. He has filed copy of attendance register on proforma of Northern Railway attendance register. It implies that he was putting his signature on the relevant register kept for the signature of Railway employees but merely marking attendance on a register meant for attendance of the employees will not prove the fact that the workman was employed by the Northern Railway. The workman has to prove that he was employed by the Railway and payment was made by the Railway. He has not filed any chit of paper to show that he received payment from the respondents. Northern Railway has issued Identity Card to the workman.

It was submitted from the side of the workman that the Karnail Singh Stadium is maintained by some benefits given to the Staff and Coaches are appointed on honorary basis for Sports activities. That Sports Association is not an undertaking of the Railway Government. It is manned by the authorities who are paid honorarium even they are not the employees of the Railways. They engage some manual labourers for conduct of the games and make payment out of the honorarium or the money paid to them. The Incharge Officers are not themselves the employees of the Railway and the workman engaged by them cannot be employee of the Railway. It was vehemently submitted that there is no master and servant relation and no payment to the workman is being made by the Railway.

It was submitted from the side of the workman that Karnail Singh Stadium, Incharge has referred the case to the Northern Railway several times but no action has been taken by the Railway. It transpires from perusal of the orders of the respondents that the workman is not an employee of the Railway so his services cannot be regularized.

It was further submitted that the workman should establish the fact that he was appointed by the respondents and he is getting payment from the respondents. The workman has filed no evidence to prove this aspect of the case. He has not filed any document to show that he received payment from the respondents and he was employed by the respondents.

It has been held by the Hon'ble Supreme Court in (2002) 4 SCC 573 that temporary status can be conferred on the casual labourers under the scheme only on fulfilling the conditions incorporated in Clause -IV of the Scheme. The workman has to prove that he has been employed by the Railway either under the scheme or as casual labour. There is no evidence in this case of employment of the workman by the Railway. No evidence regarding employment by the Railway and payment of wages by the Railway has been adduced by the workman in this case. He has filed photocopy of attendance register. It certifies the fact that he went there and marked his signature but it does not certify the fact that he was employed by the Railway.

and payment was made to him by the Northern Railway. He may have been employed by any Honorary Officer of the Stadium and he might be going and marking his attendance, he cannot become an employee of the Northern Railway by marking attendance on the attendance register kept for attendance. The workman has failed to prove that he was a casual labourer engaged by the Northern Railway and he was being paid by the Northern Railway.

The reference is replied thus :—

The action in not regularizing the services of Shri Jeet Lal Gaur engaged as casual worker at Railway's Karnail Singh Stadium by Northern Railway Sports Association under the Railway Establishment is justified. The workman applicant is not entitled to get any relief as prayed for.

Award is given accordingly,

Date 30-01-2006 R.N. RAI, Presiding Officer

नई दिल्ली, 3 फरवरी, 2006

का. आ. 792.— औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सिंडिकेट बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 59/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-2-2006 को प्राप्त हुआ था।

[सं. एल-12011/33/2003-आई आर (बी-II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 3rd February, 2006

S.O. 792.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 59/2003) of the Central Government Industrial Tribunal-cum-Labour Court, Hyderabad as shown in the Annexure in the Industrial Dispute between management of Syndicate Bank and their workman, which was received by the Central Government on 3-2-2006.

[No. L-12011/33/2003-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT HYDERABAD

PRESENT:

Shri T. RAMCHANDRA REDDY, Presiding Officer

Dated the 20th day of January, 2006

Industrial Dispute No. 59/2003

BETWEEN:

The State Secretary,
Syndicate Bank Empls. Union,
Post Box No. 567,
5-1-680 & 681/1, 2nd floor,
Iyengar Plaza, Bank Street,
Hyderabad.

.....Petitioner

AND

The Dy. General Manager,
Syndicate Bank,
Zonal Office, Pioneer House,
6-3-653, Somajiguda,
Hyderabad.

.....Respondent

APPEARANCES:

For the Petitioner : M/s. M. Gowri Shankar & M.
Ramu, Advodates

For the Respondent : M/s. A. Krishnam Raju, G. Dinesh
Kumar, G.V.N. Babu, N.
Premananda Rao & Naresh Reddy,
Advocates

AWARD

The Government of India, Ministry of Labour by its Order No. L-12011/33/2003-IR(B-II) dated 20-5-2003 referred the following dispute under section 10(1)(d) of the I.D. Act, 1947 for adjudication to this Tribunal between the employers in relation to the Management of Syndicate Bank and their workman.

SCHEDULE

"Whether the action of the management of Syndicate Bank, Hyderabad to dismiss Smt. S. Nirmala, Ex. Attender, Sarojini Devi Road Branch, Hyderabad from services is legal and justified? If not, what relief the workman is entitled for?"

This reference was registered as Industrial Dispute No. 59/2003 and notices were issued to the parties.

2. The Petitioner Smt. S. Nirmala was an employee in the Respondent bank has raised an industrial dispute through the bank employees union u/s 2A (2) of the Industrial Disputes Act, 1947 which culminated into a reference by Government of India, Ministry of Labour and Employment and schedule and terms are given as above. It is submitted that the Petitioner joined the service of the Respondent bank in the year 1988 as sub-staff under compassionate appointment due to the death of her husband who was working in the Respondent bank. She worked in various branches and that while she was working in S.D. Road branch, during the year 2002 she was placed under suspension on 12-9-2001 pending investigation and enquiry into certain alleged acts of misconduct. Thereafter she was served with a chargesheet dated 9-1-2002 alleging that on 6-9-2001 took

a withdrawal slip for her personal use from the SB A/c and brought the said withdrawal slip entered into the SB A/c No. 203475 of one Sri D. Thukaram and fraudulently withdrawn Rs. 45,000 from the said account and subsequently removed the withdrawal slip from the branch records.

3. She denied the allegations. However, the disciplinary authority has appointed Sri K. Vijaya Mohan, Manager, Zonal office as Enquiry Officer. During the Enquiry the Management examined one witness and exhibited 32 documents and that the Enquiry Officer in a biased manner without considering the evidence concluded that charge is proved *vide* his report 4-4-2002. Petitioner submitted her objections to the enquiry report before the disciplinary authority but the disciplinary authority accepting the report issued show, cause notice proposing the punishment of dismissal *vide* letter dated 14-5-2002. Thereafter, the Petitioner was dismissed from service. The Petitioner unsuccessfully preferred an appeal. It is further submitted that there is no documentary evidence or official record against the Petitioner. At the request of the Petitioner to produce the authors of the various statements of witnesses is not conceded by the Enquiry Officer violating the principles of natural justice. It is further submitted that the Petitioner has no access to the computers where the details of the savings bank accounts are stored and password will be allotted to each employee in operating the computers. It is further submitted that petitioner has no knowledge about the specimen signature of the customer Sri. D. Thukaram and the signature on the withdrawal form was tallied with the specimen signature of the customer, as such the withdrawal form was passed by the supervisory staff. It is further submitted that the withdrawal forms will be given to the account holders only after production of the passbooks. It is further submitted that Koteswara Rao, supervisory official whose duty was to count and verify the number of vouchers has not verified the total number of vouchers on 6-9-2001 and subsequently on 11-9-2001 on receipt of a complaint from the customer Sri. D. Thukaram rushed to her residence in the early hours and enquired with her that whether the Petitioner requested Smt K. Vijayavani to debit a withdrawal slip of a customer. The Petitioner has agreed to have requested so. As such she was charged for the fraudulent withdrawal of Rs. 45,000. On the threats given by Sri Koteswara Rao she addressed a letter to the branch denying the withdrawal of the amount and admitted that the circumstances were pointing her involvement. She agreed to deposit the amount. Accordingly, when she came to the branch and deposited the amount by receiving the amounts from her relatives.

4. The Respondent filed the counter submitting that a chargesheet was issued for committing gross misconduct of "doing acts prejudicial to the interest of

the bank vide 19.5 (j) of Bipartite settlement". It was alleged against the Petitioner in the chargesheet from 6-9-2001, she obtained a withdrawal slip bearing No. 207020 for her personal use from SB counter and she got the said withdrawal slip entered in the AB A/c No. 203475 of Sri. D. Thukaram and withdrawn Rs. 45,000 fraudulently from the said account and subsequently reimbursed the amount by depositing cash on 11-9-2001. The enquiry against the Petitioner was conducted by observing principles of natural justice giving her full opportunity. The Enquiry Officer concluded that the charge is proved against her. The explanation given by the Petitioner was considered and the punishment of dismissal was imposed. The appeal preferred by the Petitioner was also rejected. The Petitioner approached Assistant Labour Commissioner (C) by raising a dispute. On account of failure of the conciliation proceedings the matter was referred for adjudication by the Central Government. It is further submitted that the Petitioner took a withdrawal slip on 6-9-2001 informing that she required the same for her use. But on verification of SB A/c, the withdrawal slip was not utilized for withdrawing the funds from her accounts. She availed the said withdrawal slip for Rs. 45,000 and drawn on the SB A/c Sri D. Thukaram by forging his signature. It is further submitted that the Petitioner approached Smt. Vijayavani, clerk working in SB department and requested to enter the withdrawal for Rs. 45,000 in the SB A/c of Sri D. Thukara, the Smt. Vijayavani initially refused to debit, but on persistence request from the Petitioner she agreed. It is further submitted that on 6-9-2001 the branch records revealed that 163 cash payments were made and the Petitioner voluntarily collected cash vouchers of the day at the close of cash hours and serially numbered the voucher from 1 to 162 and then handed over the vouchers to Sri. S.M. Hussain, temporary attender for stitching the case vouchers. But she did not handed over one cash voucher which turned out to be the withdrawal slip drawn on SB account of Sri. D. Thukaram. It is further submitted that Petitioner being an attender and whose duties are to carry the slip from one Department to another, she had access to the slips and the transactions carried out in the account. The customer Sri. D. Thukaram was sanctioned a demand loan of Rs. 50,000 on 23-8-2001 and he had drawn only Rs. 10,000 on 3-9-2001 through the withdrawal slip. As such there is every possibility that the Petitioner knowing the name of the account holder and account number and balance lying in the account.

5. On hearing both the parties this tribunal held that the domestic enquiry conducted by the Respondent as valid. The arguments by both the counsels heard u/s 11A of Industrial Disputes. Act, 1947.

6. The Learned Counsel for the Petitioner argued that the Petitioner was denied the opportunity to call the

authors of the statements given by the witnesses before the vigilance officer and further contended that when the withdrawal form was passed by supervisory staff it has to be presumed that the signature of the customer on the withdrawal form tallied with the specimen signature of the customer and further contended that the Petitioner has no access to the signatures and the balance of amount in the account of Sri. D. Thukaram and further pointing out that the Petitioner is not custodian of the withdrawal vouchers as such it cannot be said that she fraudulently withdrawn the amount and further pointed out that Petitioner has paid the amount on account of pressures and threats given by Sri Koteswara Rao that she will be handed over to police and further assured her that no action will be taken against her.

7. The Learned Counsel for the Respondent contended that there is preponderance of the evidence showing the Petitioner's involvement and the Enquiry Officer has rightly analyzed the evidence on record concluding the guilt of the Petitioner and further pointed out that the circumstances that the Petitioner taking withdrawal slip from Smt. Jayanthi on the pretext of withdrawing amount from her own account and approaching Smt. Vijayavani for debiting (passing) the voucher and further handing over of the vouchers to Mr. Hussain temporary attender for stitching and considering that the statement given against the Petitioner who have no animosity against the Petitioner and further the circumstances that she repaid the amount immediately also shows her involvement.

8. The Petitioner has admitted that she approached Smt. Vijayavani to enter the withdrawal form and further admitted that she made request only in the interest of customer services. This tribunal has powers to differ with the findings of the Enquiry Officer provide the findings are perverse or malafide. In the even of differing this tribunal has to give its reason.

9. It has to be seen whether the preponderance of probabilities on record will point out the involvement of the Petitioner. During the enquiry Smt. Jayanthi has given her statement before the vigilance officer MW1. She stated that Petitioner has approached for a withdrawal slip for her personal use to withdraw amounts for her personal account. On verification it is found that she has not withdrawn from her SB A/c. In another circumstances that she requested Smt. Vijayavani and presented the withdrawal form requesting her entering the same. Smt. Vijayavani also gave statement to that effect. The evidence of these two witnesses goes to show that the Petitioner has taken the withdrawal form on pretext of using the same for her personal use, but the record shows that she did not use the same for withdrawing from her own account. Admittedly there is no direct evidence regarding the withdrawal of the voucher. The handwriting on the withdrawal form could not be verified

since the same is removed from the bench of vouchers. The Petitioner could not give any explanation regarding the withdrawal voucher taken from Smt. Jayanthi. Similarly, there is no explanation coming from the Petitioner in whose interest she requested Smt. Vijayavani to enter the withdrawal voucher.

10. The other circumstances, that she gave a letter in writing admitting that the circumstances of withdrawal are pointing at her involvement and also she reimbursed the amount. It may be noted that the Petitioner while depositing the amount did not give any letter of protest. Further she did not protest subsequent to the depositing of the amount. It should be noted that when she gave a reply to the chargesheet she did not say any animosity against Smt. Jayanthi and Smt. Vijayavani. On considering the entire material on record I do not see any sufficient ground to interfere with the findings of the Enquiry Officer. It should be noted that merely because another view can be taken by appreciating the evidence on record, the findings of the Enquiry Officer cannot be quashed since the scope for judicial review is limited under Sec. 11A of Industrial Disputes Act, 1947. The punishment imposed by the Disciplinary Authority is in consonance with the gravity of charge and I do not see any mitigating circumstances.

11. Therefore, I hold that the action of the Respondent bank in dismissing the Petitioner from service is legal and justified.

Award passed accordingly. Transmit.

Dictated to Smt. K. Phani Gowri, Personal Assistant transcribed by her, corrected and pronounced by me on this the 20th day of January, 2006.

T. RAMACHANDRA REDDY, Presiding Officer

Appendix of evidence

Witnesses examined
for the Petitioner :

Nil

Witnesses examined
for the Respondent

Nil

Documents Marked for the Petitioner

Nil

Documents Marked for the Respondent

Nil

नई दिल्ली, 3 फरवरी, 2006

का. आ. 793.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ौदा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, नई दिल्ली के पंचाट (संदर्भ संख्या 7/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 2-2-2006 को प्राप्त हुआ था।

[सं. एल-12012/285/95-आई आर (बी-II)]

सी. गंगाधरन, अवर सचिव

New Delhi, the 3rd February, 2006

S.O. 793.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 7/97) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, New Delhi now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Bank of Baroda and their workman, which was received by the Central Government on 2-2-2006.

[No. L-12012/285/95-IR (B-II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE PRESIDING OFFICER : CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, NEW DELHI

Presiding Officer : R. N. Rai.

I.D. No. 7/97

In the matter of :—

Shri Uma Shankar,
S/o. Shri Ram Avtar,
Vill + Post : Muradpur,
Distt. : Shahjahanpur,
Uttar Pradesh

Versus

The Regional Manager,
Bank of Baroda,
Regional Office : Govindganj,
Shahjahanpur (UP).

AWARD

The Ministry of Labour by its letter No. L-12012/285/95-IR (B-II), Central Government Dt. 7-1-1997 has referred the following point for adjudication.

The points runs as hereunder :—

“Whether the action of the management of Bank of Baroda, Regional Office, Shahjahanpur in terminating the services of Shri Uma Shankar, S/o Shri Ram Avtar, Peon w.e.f. 9-5-1994 is just and legal? If not, to what relief is the workman entitled to?”

The workman applicant has filed claim statement. In his claim statement he has stated that he was initially appointed at Muradpur Branch of the management Bank under its Shahjahanpur Region as a temporary Peon in June, 1988 and was employed thereafter in temporary vacancies at the same Branch from time to time, the total period of his temporary employment during this period being 91 days.

That though the workman had worked as a full time office peon at Muradpur Branch during the above period

but he was paid only lump sum wages which were less than the scale wages prescribed for members of subordinate staff in the BPS.

That the workman continued to approach the Manager of Muradpur Branch for being given further employment after 1989, but no further employment was given to him though other persons continued to be employed as temporary peon at the branch after 1989.

That it was only in June, 1992 that the Manager, Muradpur Branch appointed the workman to work as a peon from 5-6-1992, which was done after calling and scrutinizing his age and educational qualification, etc. and judging his suitability for appointment as a regular peon in the existing permanent vacancy of the post at the branch.

That to start with, the workman was paid lump sum wages for some time, but as the workman was working as a full fledged office peon in an existing permanent vacancy, he requested the Branch Manager for paying to him the scale wages of a member of subordinate staff as prescribed in the BPS and the Branch Manager wrote a letter dated 5-6-1993 to the Regional Office, seeking approval of the Regional Office for the appointment of the workman and sanction of the wages to be paid to him. A copy of the above letter of the Branch Manager dated 5-6-1993 is being enclosed as Annexure-W/4 hereto.

That the Regional Office by a letter dated 9-6-1993 approved the appointment of the workman and sanctioned the payment of initial basic plus dearness allowance payable to sub-staff cadre. A Photostat copy of the above letter of Regional Office dated 9-6-1993 is being enclosed as Annexure W/5.

That after the workman had worked from 05-02-1992 in the existing permanent vacancy of open, the Branch Manager terminated the services of the workman from 9-5-1994 just by way of oral orders, telling the workman that he had instruction from the Regional Office to discontinued the services of the workman; no prior notice was given to the workman before such abrupt termination of his services from 9-5-1994, nor was he told any reasons therefore save and except that the Regional Office had given instructions for termination of his services.

That simultaneously with the termination of services of the workman, another person was appointed at Muradpur Branch as a temporary peon. That the permanent vacancy of peon in which he had been appointed from 5-2-1992 at Muradpur Branch was an existing vacancy, arising from the promotion and transfer of the only permanent peon Shri Rajendra Prasad from the branch before 5-2-1992.

That aggrieved by such action of the management in abruptly and arbitrarily terminating the services of

workman from 9-5-1994 he sent a letter dated 5-8-1994 (Copy enclosed as Annexure-W/6 hereto to the Manager of the Branch, strongly protesting against such action of the management.

The BPS dated 19-10-1966 read as follows:—

"20. 7 In supersession of paragraph 21.20 and sub-clause (C) of Paragraph 23.15 of the Desai Award. 'Temporary Employee' will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature, or who is employed as an additional workman in connection with a temporary increase in work of a permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of any particular permanent workman."

It is submitted that the workman was appointed at Muradpur Branch from 5-2-1992 in an existing and continuing permanent vacancy of peon and therefore, it could not be said that he was appointed for work a temporary nature nor could it be said that he was appointed as an additional workman in connection with any temporary increase of work of any nature and he certainly was not appointed as a substitute in any temporary vacancy arising because of the absence of any particular permanent workman.

In view of the above facts and also in view of the fact that the permanent vacancy of peon in which he was appointed and had been working since 5-2-1992 was still existing at Muradpur Branch on 9-5-1994 when his services were terminated, the termination of his services was manifestly uncalled for, arbitrary, malafide, unjust and illegal.

In terms of clause 20.8 of the BPS dated 19-10-1966 a workman could be appointed as a temporary for not more than three months during which the bank was required to fill the permanent vacancy. The said clause reads as hereunder:—

"20.8 A temporary workman may also be appointed to fill a permanent vacancy provided that such temporary appointment shall not exceed three months during which the bank shall make arrangement for filling up the vacancy permanently. If such a temporary workman is eventually selected for filling up the vacancy, the period of such temporary employment will be taken into account as part of his probationary period.

Even after the BPS dated 19-10-1966 the Bank had agreed/decided to absorb such temporary employees who had worked for 240 days or more in any 12 calendar months as confirmed employees, and so, when the workman had completed more than 240 days service in the very first 12 calendar months after his appointment from 5-2-1992 the termination of his services thereafter from 9-5-1994 was clearly malafide intended to deprive

him of the benefit of permanency of service under the above dispensation.

The action of the management was invalid also for the reason of being in breach of Section 25 G of ID Act, in as much as that other temporary peon junior to the workman working in branches under the same Region were continued in service while terminating the services of the workman.

As regards paragraphs 524(1) and 524(4) of the Sastry Award which also were not complied with by the management while terminating the services of workman from 9-5-1994 these provided as follows:—

"524 (1)— Temporary employees who are engaged for indefinite periods shall be entitled to one month's pay and allowances. When, however, temporary employees are engaged for definite periods which have been mentioned in their appointment letters, no compensation will be payable.

524 (2) X X X X

524 (3) X X X X

524 (4). These payments will be in addition to such pay and allowances are may be due in lieu of previous notice of termination where such notice is not given."

It is submitted that in the case of the workman, his appointment was not made for any definite period and, infact, the vacancy in which he was appointed from 5-6-1992 and had continued to work till termination of his services was permanent vacancy and no letter specifying the period of his appointment was given to him at any stage of his employment at this Branch. Therefore, the termination of his services, without complying with the provisions of paragraphs 524 (1) and 524(4) of the Sastry Award was rendered illegal.

The management has filed written statement. In the written statement has been stated that the Government has made the reference in the instant case by arbitrarily assuming the existence of employer employee relationship between the said Shri Uma Shankar and the management herein as though the said Shri Uma Shankar had been duly recruited and employed by the Bank in its Muradpur Branch. It is reiterated that the management herein never held any recruitment process and thus never recruited and employed the said Shri Uma Shankar thereby establishing *vinculum juris*— employer—employee or master and servant relationship with him. To substantiate its above submissions the management herein crave to refer to the said Shri Uma Shankar's assertions in his SOC and also begs to append herewith a copy of its reply dated 21-2-1995 (Annexure—M/1) which it had filed during the course of conciliation proceedings before the Asstt. Labour Commissioner (C) cum Conciliation officer controverting and repudiating Shri Uma Shankar's

averments that he held appointment in the Bank's Muradpur Branch. The said Shri Uma Shankar did not place on record of conciliation proceedings any document in support of his averments as to his appointment and termination. In the absence of employer employee relationship between the parties to the instant order of reference, a condition precedent for the existence of an Industrial Dispute as defined under the ID Act and for the government to validly exercise its reference making power U/s 10 thereof, the government could not have lawfully make the instant reference in the specified terms.

For the reasons stated in the precedent para, it is stated that no industrial dispute either existed or the existence thereof could be validly assumed by the government in exercising its reference making power specifying the terms of reference for adjudication of this Hon'ble Court. It is the contention of the management herein that in view of the divergent submissions of the parties during the course of conciliation proceedings i.e. as to employment and non-employment of the said person in the Bank, the government has failed to make the reference in respect of real dispute between the parties to the instant reference order.

For that since the instant reference is invalid for the reasons stated in the preceding paras therefore this Hon'ble Court lacks the necessary competence and jurisdiction to entertain and answer the same on merits except to hold and declare the same as invalid incapable of being answered. It is stated that this Hon'ble Court is competent to declare the reference in the instance case as invalid before undertaking an inquiry into the merits of the case. The management herein craves to refer to and replying upon the precedents of law as reported in 2002 LLR 811 and 1206; 2002 (10) SCC 167 and 2001 (10) SCC 611; 1999(81) FLR Delhi HC; DB; 1982 Lab IC 1309 Delhi HC FB; 2002 (2) SLJ 168 Delhi HC; 1997 (76) FLR 12 Delhi HC DB; 2000 (2) SCC 455; 2000 (3) SCC 93.

It is stated that the Branch Managers have had no authority to employ any candidate against regular post although the Branch Managers are permitted by the Regional Zonal Heads to engage daily wagers to cope with passing contingencies. The said Shri Uma Shankar might have been thus deployed by the then Branch Manager in the years 1989 and 1989.

It is stated that it was w.e.f. 2nd July, 1993 that the said Shri Uma Shankar was engaged as a daily wager in the Muradpur Branch by the then Branch Manager to do sundry jobs of a peon since a vacancy of a peon had fallen vacant and the bank's Head Office had commenced recruitment process, by inserting an advertisement in the National Dailies in compliance of Government of India's policy decision to absorb those temporary/daily wagers who had worked in public sector bank for 90 days or more between 1-1-1982 and

31-12-1989 by inviting applications from such persons. Copies of Bank's advertisement and government's policy decision and directives to public sector banks including the bank herein are appended herewith as annexure-M/2 Colly. The said Shri Uma Shankar however did not compete in the aforesaid recruitment process and continued to work as a daily wagers pending appointment of regular appointee. Shri Uma Shankar was deployed and worked for a total of approximately 180 days up to May, 1994.

During the period Shri Uma Shankar was engaged as a daily wager, he was paid for the same on payment vouchers discharged by him.

The workman applicant had filed rejoinder. In his rejoinder he has reiterated the averments of his claim statement and has denied most of the paras of the written statement. The management had also denied most of the paras of the claim statement.

Evidence of both the parties has been taken.

Heard arguments from both the sides and perused the papers on the record.

It was submitted from the side of the workman applicant that the bank had issued certificate on 15-02-1997 and has confirmed that the workman has worked for 127 days in 1992, 214 days in 1993 and 112 days in 1994. In this way the workman has worked for 453 days. This paper is Annexure No. 61. It is photo copy. The paper appears to be suspicious.

It was submitted from the side of the management that the workman has not filed original certificate. If a certificate was issued to him by the Branch Manager he should have filed the original certificate. If the original is available photocopy is not admissible in evidence. It is true that sophisticated and technical rules of evidence act are not applicable in ID cases. But paper which is photo copy cannot be read in evidence as it may be tampered. He should have filed the original certificate as it is presumed to be in his possession but the workman has not done so.

It was further submitted that this certificate regarding working period of the workman was issued on 15-02-1997 but it has been filed before the conclusion of evidence. It is not filed alongwith the statement of claim. This indicates that the workman was not in possession of this document. It was concocted later on so no date of filing has been mentioned in the application. The application has been filed by J. Buther and Company for the workman. No date has been mentioned of filing this certified copy. No permission of the Court has been sought for keeping the document on record. It appears to have been placed in the file some how or the other. The copy of the same has not been provided to the respondents.

It was further submitted from the side of the management that photocopy of the vouchers have been filed by the workman as Annexure M-3 to M-35. These vouchers relate to July, 1993 and thereafter upto the end of May, 1994. These vouchers are photocopy and they are not admissible in evidence. These vouchers cannot be manufactured. They contain the signature of the Branch Manager. The number mentioned on the vouchers F No. 288 has not been challenged by the management. These papers have not been denied by the respondents. These are photocopies. The original cannot be filed by the workman as the same are part of the bank records. The Bank should have refuted the signatures inked by the Branch Manager on these vouchers but the respondents have not dared it. A photocopy, the original of which is not available and is presumed to be with the respondents should be denied otherwise it will be admissible in evidence in view of the affidavit of the workman. The simple case is that the originals are in the Bank. The workman has filed the photocopy along with his affidavit. It will be deemed that the Bank has concealed the originals from purview of the Court. These vouchers coupled with affidavit of the workman are admissible in evidence.

It was further submitted by the workman that the management witness has admitted that it is correct that the workman was already working in the bank before his posting in November/December, 1992. The management witness has also admitted that he was posted in the Branch in November/December, 1993. The management witness has admitted that he does not know whether the workman was working from 5-6-1992 onwards continuously. It is correct that the workman was already working in the Bank before my posting in November/December, 1992. This admission of the respondent's witness proves the fact that the workman was engaged in the Bank atleast from the beginning of 1993.

The management witness has also admitted that he does not remember that Shri Uma Shankar was the only peon working in the Branch during his tenure. The management witness has further stated that he was only one permanent peon in his Branch within relevant period and he has also stated that he does not know his name. The statement of this witness is quite surprising. He was posted as Branch Manager in the Bank and he does not know the name of the peon posted in the Branch. That this witness has tried to conceal the truth. From his evidence it becomes quite obvious that Shri Uma Shankar was working while he resumed office in November/December, 1993 and he has affirmed further that Shri Uma Shankar was working before his posting in November/December, 1992. So it is categorically established from the admission of the MW1 that Shri Uma Shankar was working from November/December, 1992 and this witness found him working when he joined in November/December,

1993. So from the very admission of the management witness it becomes quite apparent that the workman worked in 1993 for the whole year and his services were terminated in the year 1994.

It was further submitted from the side of the workman that one person was sent by the Regional Office for engagement in the Branch w.e.f. 9-5-1994. He has further stated that he does not remember whether the name of the person sent by the Regional Office was Mr. Manoj Kumar Arya. He has further stated that he does not know whether the said Manoj Kumar Arya is still working in the Branch. MW1 has impliedly admitted that Shri Uma Shankar was working from November/December, 1992 upto May, 1994 and he was replaced by another person Manoj Kumar Arya sent by the Head Office. Thus it is amply proved that the work is of regular nature after terminating the services of the workman Shri Manoj Kumar was engaged in his place. There is Branch Office and there would certainly be a need of peon. The management witness has not been able to disclose the name of a permanent peon posted in Branch. His evasive denial is his implied admission. From the admission of the management witness and the vouchers produced by the workman it is established fully that the workman has completed 240 days work in the bank. The work is of regular nature and one Manoj Kumar Arya was engaged in his place. As such the management has not followed the settled law of the last come first go. The workman was removed and another person Manoj Kumar Arya was engaged in his place. The workman was not paid retrenchment compensation.

The certificate issued by the Branch Manager regarding the working days of the workman becomes quite authentic even though it has been filed under suspicious circumstances. It was further submitted that the workman has submitted vouchers of payment from July, 1993 to May, 1994 and he has not produced the photocopy of the entire vouchers as the same was not available to him. It was the duty of the Bank to produce the original vouchers along with numbers to disprove the photostat vouchers filed by the workman. The original vouchers have been un-necessarily withheld.

It was submitted from the side of the workman that Recruitment Rules have been framed and an employee can be regularized according to the Recruitment Rules. It was for the Bank to engage the workman according to Recruitment Rules. The respondents cannot engage a person in violation of Recruitment Rules and say later on that he was not appointed according to Recruitment Rules. The engagement of the workman is in contravention of the Recruitment Rules and the management should have taken action against the Branch Manager if he was not competent to engage the workman.

It was also submitted that the Branch Manager was not competent to engage the workman. The appointment was invalid. Validity or otherwise of the appointment is not the subject-matter of the dispute under reference. This is to be decided whether the workman has continuously worked for 240 days and whether he is entitled to be regularized in view of various BPS affected into between the Bank and the Union and the vouchers of Union from time to time.

According to the BPS the respondents cannot engage a person for more than 90 days. A Casual Labour can be engaged if there is additional increase of work and to cope up with the additional work or in case of a permanent staff being on leave. This is not the case of the management that there was increase in work and some permanent staff was on leave. The BPS also provides that if a person has been engaged for an indefinite period he is entitled to retrenchment compensation. The workman in the instant case has not been engaged by the respondents for indefinite period. No appointment letter has been issued to him by the Bank. He has not been given a fixed term appointment. As such his appointment is for indefinite period.

It is settled law that if contract of employment is not renewed for mala fide reasons and the work is of continuous nature and if there is nothing on record to show that the work for which the workman was appointed has come to an end. There would be presumption of non availability of exemptions.

The above discussions leads to the inevitable conclusions that the respondents have acted in breach of para 524 (1) and 524 (2) of the Sastry Award. The appointment was for indefinite period and he workman was entitled to one month's pay and allowances. He was entitled to retrenchment compensation in view of his continuous long service. The respondents have acted in breach of Section 25F of the ID Act. No pay in lieu of notice and no compensation has been paid. The working of 240 days of the workman has been well proved by certificate issued by the Branch Manager and admission of MW1.

The respondents have acted in non-compliance of Section 25 N. No. permission has been sought for his retrenchment. They have taken another person in his place.

It was submitted from the side of the management that reference itself is bad in view of 1999 (81) FLR 887. The reference in this case is not bad as the reference has been made for adjudication as to the remedies the workman is entitled to. 2004 LLR 418 is not applicable

as it is explicitly proved that the workman has rendered 240 days services in the preceding year prior to termination of his services.

It was further submitted that in view of 2004 40 SCC 514 the Tribunal should decide employer-employee relationship. The workman has been engaged by the respondents and the workman has proved that he has worked for 240 days so employer-employee relation is proved. My attention was drawn to (2002) 4 SCC 503. This law is regarding appointment made by incompetent person. The appointment is not the subject-matter of this adjudication. It is only to be determined whether Section 25 F and 25 N are applicable in the instant case or not. As held above the work is of continuous nature. The workman has discharged his burden by proving that he has worked for 240 days so this law is not applicable in the facts and circumstances of the case. My attention was drawn to JT 2000 (Suppl) SC 417. This law is regarding appointment against statutory rules. The aspect of the appointment is not to be considered in the instance case. The point for determination is whether the workman has worked for 240 days against the work of regular nature in that case Section 25 F is attracted so the validity of the appointment or sponsoring from employment exchange or incompetent appointments are not subject-matter of the decision. In case the management has acted in violation of Para 524 of Sastry Award and Section 25 F of the ID Act the remedy available to the workman is of reinstatement. The law cited by the respondents are not applicable in the facts and circumstances of the case.

The respondents have acted in violation of the provisions of Sections 25 F, G, H and N of the ID Act, 1947 and BPS. In case there is breach the removal of the workman becomes illegal and this entitles him to reinstatement. The workman is a manual worker but he has not disclosed sources of his livelihood. He must be doing some work so he is entitled to get 50% back wages.

The reference is replied thus :—

The action of the management of Bank of Baroda, Regional Office : Shahjahanpur in terminating the services of Shri Uma Shanker, S/o. Shri Ram Avtar, peon w.e.f. 9-5-1994 is neither legal nor justified. The workman applicant should be reinstated w.e.f 9-5-1994 along with 50% back wages within two months from the date of publication of the award. In case of default the workman applicant will be entitled to get 10% interest on the entire amount accrued.

Award is given accordingly.

Date : 2-2-2006

R.N. RAI, Presiding Officer